

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

ANNA MCNEIL, et al.,

Plaintiffs

v.

YALE UNIVERSITY, et al.,

Defendants.

**CIVIL ACTION NO:
3:19-cv-00209 (VAB)**

MAY 29, 2019

340 ELM, LLC'S MOTION TO DISMISS

Pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure and Rule 7(a) of the Local Rules for this Court, defendant 340 Elm, LLC respectfully moves to dismiss all claims directed to it, including and specifically the following claims in plaintiffs' complaint: the alleged violations of the Fair Housing Act (Count 3, ¶¶ 256-264); the alleged violations of the Connecticut Discriminatory Housing Practices Act (Count 4, ¶¶ 265-277); Civil Conspiracy (Count 5, ¶¶ 278-284) and alleged discriminatory behavior in places of public accommodation under Connecticut General Statutes, §§ 46a-63, 46a-64 for denial of membership in fraternities (Count 6, ¶¶ 285-297) and hostile environment (Count 7, ¶¶ 298-309). For the reasons set forth in the accompanying memorandum of law, 340 Elm, LLC's Motion should be granted.

THE DEFENDANT,
340 ELM, LLC

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CERTIFICATE OF SERVICE

I hereby certify that on **May 29, 2019**, a copy of the foregoing was filed electronically. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system and by first-class mail to all parties who are unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF system.

/s/ CT 30406

Liza M. Fletcher

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**MEMORANDUM OF LAW IN SUPPORT OF
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TABLE OF CONTENTS

TABLE OF AUTHORITIES	i
INTRODUCTION	1
BACKGROUND	2
I. THE RELEVANT ALLEGATIONS.....	2
II. THE RELEVANT FACTS.....	4
LEGAL STANDARD.....	5
ARGUMENT	7
I. THE PLAINTIFFS FAIL TO STATE CLAIMS AGAINST 340 ELM, LLC UNDER THE FAIR HOUSING ACT OR CONNECTICUT DISCRIMINATORY HOUSING PRACTICES ACT (COUNTS III & IV, RESPECTIVELY)	7
II. THE PLAINTIFFS FAIL TO STATE CLAIMS AGAINST 340 ELM, LLC UNDER A CIVIL CONSPIRACY THEORY (COUNT V).....	13
III. PLAINTIFFS FAIL TO STATE A CLAIM AGAINST 340 ELM, LLC UNDER A DISCRIMINATION IN PLACES OF PUBLIC ACCOMODATION THEORY (COUNTS VI & VII).....	16
CONCLUSION.....	19

TABLE OF AUTHORITIES

Cases

<i>Ashcroft v. Iqbal</i> , 556 U.S. 662, 678 (2009).....	5, 6, 12
<i>Bell Atl. Corp. v. Twombly</i> , 550 U.S. 544, 570 (2007).....	5, 12
<i>Cabrera v. Jakobovitz</i> , 24 F.3d 372, 381 (2d Cir.), <i>cert. denied</i> , 513 U.S. 876 (1994).	9
<i>Chestnut Realty, Inc. v. Commission on Human Rights & Opportunities, et al.</i> , 201 Conn. 350, 364 (September 2, 1986).....	10
<i>Fair Housing in Huntington Committee Inc. v. Town of Huntington, N.Y.</i> , 316 F.3d 357, 366 (2d Cir.2003).	8, 9
<i>Hack v. President and Fellows of Yale College</i> , 237 F.3d 81, 88 (2d Cir.2000).....	9, 10
<i>Harp v. King</i> , 266 Conn. 747, 779 (2003).	13
<i>Hishon v. King & Spalding</i> , 467 U.S. 69, 73 (1984).	5
<i>Huntington Branch, N.A.A. C.P. v. Town of Huntington</i> , 844 F.2d 926, 936 (2d Cir.), <i>aff'd</i> , 488 U.S. 15 (1988).....	10
<i>James v. New York Racing Assn.</i> , 233 F.3d 149, 154 (2d Cir.2000)	10
<i>L-7 Designs, Inc. v. Old Navy, LLC</i> , 647 F.3d 419, 430 (2d Cir. 2011).....	6
<i>Macomber v. Travelers Prop. & Cas. Corp.</i> , 277 Conn. 617, 636 (2006).	13
<i>McDonnell Douglas Corp. v. Green</i> , 411 U.S. 792 (1973)	8
<i>Miko v. Commission on Human Rights & Opportunities</i> , 220 Conn. 192, 202 (1991).	8
<i>Nicosia v. Amazon.com, Inc.</i> , 834 F.3d 220, 231 (2d Cir. 2016).....	6
<i>Pension Benefit Guar. Corp. ex rel. Saint Vincent Catholic Med. Ctrs. Ret. Plan v. Morgan Stanley Inv. Mgmt. Inc.</i> , 712 F.3d 705, 717-718 (2d Cir. 2013).....	6
<i>Quinnipiac Council, Boy Scouts of America, Inc. v. CHRO</i> , 204 Conn. 287, 294-298 (1987)	17

<i>Reeves v. Sanderson Plumbing Prods., Inc.</i> , 530 U.S. 133, 142 (2000).....	8
<i>Regional Economic Community Action Program, Inc. v. City of Middletown</i> , 294 F.3d 35, 48–49 (2d Cir.), <i>cert. denied</i> , 537 U.S. 813 (2002).	8
<i>Salute v. Stratford Greens Garden Apartments</i> , 136 F.3d 293, 302 (2d Cir.1998)	10, 12
<i>Saulpaugh v. Monroe Community Hospital</i> , 4 F.3d 134, 142 (2d Cir.1993), <i>cert. denied</i> , 510 U.S. 1164, 114 S.Ct. 1189, 127 L.Ed.2d 539 (1994).	10
<i>Swierkiewicz v. Sorema N.A.</i> , 534 U.S. 506 (2002).	9
<i>Tsombanidis v. West Haven Fire Dep't</i> , 352 F.3d 565, 575 (2d Cir.2003).....	10
<i>United State ex rel Customs Fraud Investigations, LLC v. Victaulic Co.</i> , 839 F.3d 242, 251 (3d Cir. 2016)	6
<i>United States v. Town Hall Terrace Ass'n</i> , No. 95–CV–0533, 1997 WL 128353, *4 (W.D.N.Y. Mar.14, 1997).....	9

Statutes

42 U.S.C. § 3602(f).....	11
42 U.S.C. § 3604.....	7, 11
42 U.S.C. § 3604(a)	8, 11
42 U.S.C. § 3604(b)	9, 12
Connecticut General Statute, § 46a-64c.....	8
Connecticut General Statutes § 46a-63(1)	16
Connecticut General Statutes § 46a-64.....	18
Connecticut General Statutes § 46a-64c(a).....	8
Connecticut General Statutes § 46a-64c(b)	9
Connecticut General Statutes §46a-64b.....	17

Connecticut General Statutes §46a-64c.	17
Federal Rule of Civil Procedure 12(d).....	6
Federal Rule of Civil Procedure 8(a)(2)	6
Federal Rules of Civil Procedure, Rule 12(b)(6).	5
Public Act 90-246, Sections 2 and 3.	17
Public Act 90-246, Sections 2-5	18
Public Act 90-246, Sections 4 and 5	17

INTRODUCTION

This is a claim of discrimination brought by several female Yale students based on purported conduct of fraternities at Yale. The plaintiffs have styled their complaint as a class action, and recently amended it adding as an additional plaintiff a student organization named “Engender,” which the three named plaintiffs are members of.

The plaintiffs allege that they have been discriminated against on the basis of sex in that they have been denied the opportunity to be members of fraternities at Yale and correlatively, deprived of the various benefits attendant thereto. The plaintiffs also allege they have been mistreated by the Yale fraternities in a number of ways. The plaintiffs have brought their claims against a number of parties including Yale University for their handling of the alleged issues raised the in the plaintiffs complaint, the national and local chapters of a number of fraternities with chapters at Yale, and several homeowners and/or landlords whose buildings are or were allegedly inhabited by a number of members of such fraternities.

The defendant 340 Elm, LLC (“340 Elm”) is one of the building owners that have been targeted by the plaintiffs in this action. As detailed more fully below, 340 Elm purchased a duplex located at 340-42 Elm Street in New Haven, CT (the 340 Elm “Property”) in 2016. At the time 340 Elm purchased the Property in 2016, it was leased by Yale students. After the end of the 2016-2017 lease year, 340 Elm conducted renovations of the property and put it on the market again to lease for 2018-2019. In 2018 the 340 Elm Property was leased to nine Yale students for the 2018-2019 lease year. These nine Yale students are alleged by the plaintiffs to be members of the defendant Yale Fraternity, Alpha Kappa Delta (“Kappa Delta”), Yale’s local chapter of the national fraternity, Chi Psi. The plaintiffs allege that Kappa Delta is comprised of 51 fraternity members. Other than allegedly leasing to nine such members, 340 Elm has no other connections

to Kappa Delta or Chi Psi. Neither the named plaintiffs nor anyone identifying themselves as members of a group termed “Engender” approached 340 Elm about leasing the premises for that calendar year, or at any other juncture.

At its core, the plaintiffs’ decision to bring claims against 340 Elm in the instant action was a decision to include an irrelevant party in this case without any legal or factual basis to do so. Through artful pleading, the plaintiffs define “Defendant Fraternities” to include housing corporations including defendant 340 Elm which lacks any substantive connection to the named fraternities and asserts baseless claims against them. To be sure, the plaintiffs have no basis for the claims they have alleged against 340 Elm.

Ultimately, the plaintiffs fail to meet the required pleading standards on essential elements of the causes of action asserted, and as such, the claims against 340 Elm should be dismissed.

BACKGROUND

I. THE RELEVANT ALLEGATIONS

The plaintiffs claim that

Each Defendant Fraternity’s local chapter, national organization and housing corporation operated in concert to engage in the discriminatory and unlawful practices alleged in this Complaint. Accordingly, each local chapter, national organization, and housing corporation are referred to collectively by the common name of the fraternity. For example, “Sigma Chi” refers collectively to Defendant Sigma Chi International Fraternity; Defendant Sigma Chi, Theta Upsilon Chapter; and the Defendant House Corporation of Sigma Chi at Yale, Inc.

Plaintiffs’ Amended Complaint, ¶ 60.

The plaintiffs allege that “the national organizations and local chapters exercise substantial control over the use of the fraternity houses” and that “the fraternity houses are integral to the operations of Defendant Fraternities: they serve as the Fraternities’ principal party venues, as

residences to many fraternity members, and as bases of operations for the Fraternities at Yale.” Plaintiffs’ Amended Complaint, ¶ 158.

The plaintiffs also allege that “[t]he housing corporations earn money by charging fraternity members rent for their units in the fraternity houses” and “knowingly rent their houses to Chi Psi ... for use as fraternity houses.” Plaintiffs’ Amended Complaint, ¶¶159, 161. The plaintiffs further allege that “Defendant Fraternities give priority to fraternity members – i.e. to men – in renting residential units in the fraternity houses. In many cases, Defendant Fraternities only allow fraternity members to rent units in the fraternity houses. By denying women admission as members, Defendant Fraternities also deny women the opportunity to rent units in the fraternity houses because of their gender.” Plaintiffs’ Amended Complaint, ¶ 163. Finally, the plaintiffs claim that the Defendant Fraternities (which includes housing corporations, including 340 Elm) have a “policy and practice of denying women” including plaintiffs’ equal opportunity to rent units because of their gender. Plaintiffs’ Amended Complaint, ¶ 164.

Ultimately, the plaintiffs allege that 340 Elm (and other defendants) are liable for violations of the Fair Housing Act (Count 3, ¶¶ 256-264), the Connecticut Discriminatory Housing Practices Act (Count 4, ¶¶ 265-277), Civil Conspiracy to commit housing law violations (Count 5, ¶¶ 278-284), and alleged discriminatory behavior in places of public accommodation under Connecticut General Statutes §§ 46a-63 and 46a-64 for denial of membership in fraternities (Count 6, ¶¶ 285-297) and hostile environment (Count 7, ¶¶ 298-309). The plaintiffs do not allege and there is no factual basis to support these allegations against 340 Elm.

II. THE RELEVANT FACTS

The plaintiffs allege that the Defendant Kappa Delta is the local chapter of Chi Psi fraternity, consists of 51 male members, is chartered, governed, managed and controlled by the Defendant Chi Psi Fraternity, and that Chi Psi Fraternity has the right to exercise control over activities, assets, policies and members of Kappa Delta. Plaintiffs' Amended Complaint, ¶ 33. The plaintiffs also allege that 340 Elm, LLC is the owner and landlord of the Kappa Delta house and manages the house for Kappa Delta's and Chi Psi Fraternity's mutual benefit. Plaintiffs' Amended Complaint, ¶ 54.

As indicated in the attached affidavit of Jesse Horsford, 340 Elm is a limited liability company which purchased and remodeled a duplex located at 340-342 Elm Street in New Haven, Connecticut in 2016 (the 340 Elm "Property"). Affidavit of Jesse Horsford, ¶¶ 4, 5, 10. 340-342 Elm Street is a duplex with eight bedrooms, collectively. *Id.* at ¶ 7. Each unit of the 340 Elm Property features several bedrooms, a living room, kitchen area, shared bathrooms and other communal space. *Id.* at ¶ 8.

At the time 340 Elm purchased the Property, it was already occupied by Yale students. *Id.* at ¶ 9. After the 2016-2017 lease term, which ended in the summer of 2017, extensive renovations began on the Property and it was not put on the market to rent again until 2018. *Id.* at ¶ 10.

The Farnam Realty Group, LLC was retained by 340 Elm to act as 340 Elm's agent for the purpose of leasing and performing landlord functions at the 340 Elm Property. *Id.* at ¶ 11.

In June 2018, the 340 Elm Property was rented for a 2018-2019 lease term to nine tenants. *Id.* at ¶ 12. These individuals reported that they were members of the fraternity, Kappa Delta. *Id.* at ¶ 15. The term of the 2018-2019 lease is June 1, 2018 to May 31, 2019. *Id.* at ¶ 15.

Several other prospective tenants approached The Farnam Realty Group, LLC about renting the 340 Elm Property for the 2018-2019 lease term, including a several members of the girls volleyball team. *Id.* at ¶¶ 16, 17. Ultimately, the property was leased to current tenants because they were able to pay the amount being asked for as rent. *Id.* at ¶ 18.¹

None of the named plaintiffs, nor any groups identifying themselves as members of Engender approached The Farnam Realty Group, LLC about leasing the 340 Elm Property for the 2018-2019 lease term, or the 2019-2020 lease term. *Id.* at ¶ 22.

LEGAL STANDARD

Federal Rule 12(b)(6) provides for dismissal of a complaint or count(s) of a complaint for “failure to state a claim upon which relief can be granted.” Federal Rules of Civil Procedure, Rule 12(b)(6). The party moving for dismissal has the burden of persuading the court beyond doubt that the plaintiff can prove no set of facts in support of its claim that would entitle the plaintiff to relief. *Hishon v. King & Spalding*, 467 U.S. 69, 73 (1984).

“To survive a motion to dismiss” under Rule 12(b)(6), “a complaint must contain sufficient factual matter, accepted as true, to ‘state a claim for relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). A “formulaic recitation of the elements of a cause of action will not do,” “[n]or does a complaint suffice if it tenders ‘naked assertions’ devoid of ‘further factual enhancement.’” *Id.* (quoting *Twombly*, 550 U.S. at 555, 557) (alterations omitted). “Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.” *Id.* “Plausibility ... depends on a host of considerations: the full factual picture presented by the complaint, the particular cause of action and its elements, and the existence of alternative explanations so obvious

¹ Two leases have been executed for the 2019-2020 lease term to begin June 1, 2019 and extend through May 31, 2020. *Id.* at ¶ 19. These individuals reported themselves to be members of Chi Psi fraternity as well. *Id.* at ¶ 21.

that they render plaintiff's inferences unreasonable.” *L-7 Designs, Inc. v. Old Navy, LLC*, 647 F.3d 419, 430 (2d Cir. 2011).

In short, “where the well-pleaded facts do not permit the court to infer more than the mere possibility of misconduct, the complaint has not shown “that the pleader is entitled to relief.” *Iqbal*, 556 U.S. at 679 (quoting Federal Rule of Civil Procedure 8(a)(2)); *see also Pension Benefit Guar. Corp. ex rel. Saint Vincent Catholic Med. Ctrs. Ret. Plan v. Morgan Stanley Inv. Mgmt. Inc.*, 712 F.3d 705, 717-718 (2d Cir. 2013).

Finally, pursuant to Federal Rule of Civil Procedure 12(d), attached as to this memorandum is an affidavit containing verified facts applicable to the plaintiffs’ allegations, which may assist the court in its review of the instant motion. To the extent the court will rely upon the attached affidavit, or prefer to do so, we ask the court’s discretion to convert the instant motion to a motion for summary judgment, pursuant to Rule 56 and set forth additional pleadings and/or discovery the court would like to review attendant thereto. *See Nicosia v. Amazon.com, Inc.*, 834 F.3d 220, 231 (2d Cir. 2016) (providing that when considering a Rule 12(b)(6) or 12(c) motion, a court is presented with materials outside the pleadings, and does not exclude them, the court is obligated to “convert” the pleadings challenge into a summary judgment motion); *United State ex rel Customs Fraud Investigations, LLC v. Victaulic Co.*, 839 F.3d 242, 251 (3d Cir. 2016) (providing that the court must give all parties notice of such conversion and an opportunity to both be heard and to present further materials in support of their positions on the motion).

ARGUMENT

I. THE PLAINTIFFS FAIL TO STATE CLAIMS AGAINST 340 ELM, LLC UNDER THE FAIR HOUSING ACT OR CONNECTICUT DISCRIMINATORY HOUSING PRACTICES ACT (COUNTS III & IV, RESPECTIVELY)

The plaintiffs fail to state claims against 340 Elm LLC under the Federal Fair Housing Act or Connecticut Discriminatory Housing Practices Act.²

42 U.S.C. § 3604 provides:

... it shall be unlawful –

(a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin.

(b) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin.

42 U.S.C. § 3604.

Connecticut General Statute, § 46a-64c provides:

(a) It shall be a discriminatory practice in violation of this section: (1) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, lawful source of income, familial status or status as a veteran. (b) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection

² The plaintiffs' claims alleging violations of the Connecticut Discriminatory Housing Practices Act are asserted collectively at the group the plaintiffs have defined as the "Defendant Fraternities" which includes 340 Elm and several other housing corporations. However, the plaintiffs allege they have not yet received releases of jurisdiction from the CHRO with respect to 340 Elm, and they have indicated that they will amend their complaint to add 340 Elm as a defendant to these counts once that has taken place. Plaintiffs' Amended Compl., ¶ 273, 296. The plaintiffs have also asserted claims against the same parties on behalf of Engender in the CHRO. Recently, partial releases of jurisdiction have been issued with respect to those matters. The CHRO retains jurisdiction over three amended claims, but the Engender claim was released on May 28, 2019. Accordingly, the plaintiffs indicate they will be amending their complaint to also include claims with respect to Engender on these counts. Plaintiffs' Amended Compl., ¶¶ 295, 296. 340 Elm, LLC submits this motion to dismiss and memorandum in support in anticipation that an amended complaint will be filed, once all releases of jurisdiction have been issued.

therewith, race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, lawful source of income, familial status or status as a veteran.”

Connecticut General Statute, § 46a-64c.

In analyzing housing discrimination claims under our state statutory scheme, “we are guided by the cases interpreting federal fair housing laws ...” *Miko v. Commission on Human Rights & Opportunities*, 220 Conn. 192, 202 (1991).

“A plaintiff can make out a claim of discrimination [under the FHA] either ‘on a theory of disparate impact or one of disparate treatment.’” *Fair Housing in Huntington Committee Inc. v. Town of Huntington, N.Y.*, 316 F.3d 357, 366 (2d Cir. 2003).

Claims of intentional discrimination, i.e., disparate treatment, under the FHA are analyzed under the *McDonnell Douglas Corp. v. Green*, 411 U.S. 792 (1973), burden-shifting analysis established for employment discrimination cases under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. *Regional Economic Community Action Program, Inc. v. City of Middletown*, 294 F.3d 35, 48–49 (2d Cir.), *cert. denied*, 537 U.S. 813 (2002). Under this scheme, plaintiffs must first make out a prima facie case of discrimination. *Id.* at 49. If the plaintiffs make out a prima facie case, then the burden of production shifts to the defendants to provide a legitimate, nondiscriminatory reason for their decision. *Id.* (citing *Reeves v. Sanderson Plumbing Prods., Inc.*, 530 U.S. 133, 142 (2000)). If defendants meet that burden, “the McDonnell Douglas framework ... disappear[s] and the sole remaining issue [is] discrimination vel non.” *Id.* (quoting *Reeves*, 530 U.S. at 142–43). Plaintiffs “must then prove that the defendants intentionally discriminated against them on a prohibited ground.” *Id.* (citing *Reeves*, 530 U.S. at 143).

To make out a prima facie case of disparate treatment under 42 U.S.C. § 3604(a) (or its Connecticut corollary, Connecticut General Statutes § 46a-64c(a)) plaintiffs must show that (1)

they are members of a class protected by the FHA; (2) they sought, and were qualified, to rent (or continue renting) the dwellings in question; (3) defendants refused to rent to plaintiffs; and (4) the housing was put on the market or was rented to other tenants. *See Cabrera v. Jakobovitz*, 24 F.3d 372, 381 (2d Cir.), *cert. denied*, 513 U.S. 876 (1994).

“To establish a *prima facie* case [of disparate treatment] predicated upon 42 U.S.C. § 3604(b) (or the analogous Connecticut provision, Connecticut General Statutes § 46a-64c(b)) the plaintiff[s] must make a modest showing that a member of a statutorily protected class was not offered the same terms, conditions or privileges of rental of a dwelling or not provided the same services or facilities in connection therewith made available to others under circumstances giving rise to a reasonable inference of prohibited discrimination.” *See United States v. Town Hall Terrace Ass'n*, No. 95–CV–0533, 1997 WL 128353, *4 (W.D.N.Y. Mar.14, 1997).

“In order to make out a *prima facie* case under the FHA on a theory of disparate impact, a plaintiff must demonstrate that an outwardly neutral practice [or rule] actually or predictably has a discriminatory effect; that is, has a significantly adverse or disproportionate impact on” the protected class. *Fair Hous. in Huntington Comm. Inc. v. Town of Huntington, N.Y.*, 316 F.3d 357, 366 (2d Cir. 2003). *See also Hack v. President and Fellows of Yale College*, 237 F.3d 81, 88 (2d Cir. 2000) (in order to state FHA claim based on disparate impact, plaintiffs must show that the identified policy, although adopted for neutral reasons, has a discriminatory impact on the availability of housing for the protected class, or the terms and conditions on which the housing is offered), *cert. denied*, 534 U.S. 888, 122 S.Ct. 201, 151 L.Ed.2d 142 (2001), *abrogated on other grounds by Swierkiewicz v. Sorema N.A.*, 534 U.S. 506 (2002).

“A plaintiff [alleging disparate impact] need not show the defendant's action was based on any discriminatory intent,” but “must prove the [facially neutral] practice ‘actually or predictably

results in ... discrimination.”” *Tsombanidis v. West Haven Fire Dep't*, 352 F.3d 565, 575 (2d Cir.2003) (quoting *Hack v. President & Fellows of Yale College*, 237 F.3d 81, 90 (2d Cir. 2000)). “Furthermore, the plaintiff must show a causal connection between the facially neutral policy and the alleged discriminatory effect.” *Id.*

As with disparate-treatment claims, courts addressing disparate-impact claims employ a burden-shifting analysis. “Once a plaintiff establishes a prima facie case [of disparate impact], the burden shifts to the defendant[s] to ‘prove that [their] actions furthered, in theory and in practice, a legitimate, bona fide ... interest and that no alternative would serve that interest with less discriminatory effect.’” *Salute v. Stratford Greens Garden Apartments*, 136 F.3d 293, 302 (2d Cir. 1998) (quoting *Huntington Branch, N.A.A. C.P. v. Town of Huntington*, 844 F.2d 926, 936 (2d Cir.), *aff'd*, 488 U.S. 15 (1988) (per curiam)).

Should the plaintiff make out a prima facie case for discrimination, the burden then shifts to the defendant who is obligated to “articulate... a non-discriminatory reason for its actions ...” (Citation omitted; internal quotation marks omitted.) *James v. New York Racing Assn.*, 233 F.3d 149, 154 (2d Cir. 2000); *Saulpaugh v. Monroe Community Hospital*, 4 F.3d 134, 142 (2d Cir. 1993), *cert. denied*, 510 U.S. 1164 (1994). “If the defendant articulates a legitimate, nondiscriminatory reason for its action, then the burden shifts back to the plaintiff to prove that the given reason was pretextual.” *Chestnut Realty, Inc. v. Commission on Human Rights & Opportunities, et al.*, 201 Conn. 350, 364 (1986). The disparate treatment standard thus leaves the burden of persuasion at all times with the plaintiff. *Id.*, at 363.

The plaintiffs claim that the Defendant Fraternities engaged in unlawful sex discrimination in violation of the FHA and Connecticut Discriminatory Housing Practices Act, in that the “Defendant Fraternities refused to rent, refused to negotiate for the rental of, and otherwise made

unavailable or denied, dwellings to Plaintiffs McNeil, Singer, Walker, other members of Engender, and all members of the proposed class because of gender.” Plaintiffs’ Amended Compl., ¶¶ 261, 270. They also allege that the “Defendant Fraternities discriminated against Plaintiffs McNeil, Singer, Walker, other members of Engender, and the members of the proposed class based on their gender in terms, conditions, or privileges of the sale or rental of a dwelling, or in a provision of services or facilities in connection with such dwelling.” Plaintiffs’ Amended Compl., ¶¶ 261, 270. The plaintiffs allege that the defendants’ actions were “taken intentionally, willfully and in disregard for the rights of others, and constituted a discriminatory housing practice as defined in 42 U.S.C. § 3602(f).” Plaintiffs’ Amended Compl., ¶¶ 262, 267.

Here, the plaintiffs do not make out a prima facie case of disparate treatment under 42 U.S.C. § 3604(a) or (b). Under 42 U.S.C. § 3604(a), while the plaintiffs satisfy the first element in pleading that they are members of a protected class under the FHA, based on allegations of sex discrimination, they fail to satisfy the second and third elements in that none of the identified plaintiffs ever sought rental of the 340 Elm Property in question, and 340 Elm never refused to rent to the plaintiffs. Compare to verified recitals set forth in the Affidavit of Jesse Horsford. To be sure, none of the named plaintiffs, or any parties identified as members of Engender ever communicated with 340 Elm or the Farnam Group regarding the rental of the 340 Elm Property.

Id.

Even if the court were to determine the plaintiffs have set forth a prima facie case under 42 U.S.C. § 3604(a), 340 Elm has valid, non-discriminatory reasons for not renting to the plaintiffs: (1) the plaintiffs never applied to rent the property or contacted 340 Elm by any means; and (2) the property was leased to other students based purely on the business terms of meeting the requested rent charges.

Furthermore, the plaintiffs do not have a claim of disparate treatment under 42 U.S.C. § 3604(b) as the 340 Elm Property was never rented to any of the plaintiffs and, by that fact alone the plaintiffs could not have been discriminated against with respect to the terms, conditions or privileges of rental of a dwelling.

The plaintiffs also fail to state a claim under a disparate impact theory. The plaintiffs generally allege that the housing corporations refused to rent to “the Plaintiffs McNeil, Singer, Walker, other members of Engender, and all members of the proposed class because of their gender.” However, as provided in the Affidavit of Jesse Horsford, the plaintiffs never approached 340 Elm or attempted to lease the 340 Elm Property. Affidavit of Jesse Horsford, ¶ 22. Baseless allegations, generalized across all the various housing corporations are insufficient to withstand a motion to dismiss. *See Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 555, 557 (2007)). The plaintiffs do not even attempt to distinguish the independent land owners who happen to rent to alleged fraternity members as individuals.

Even if the court were to determine the plaintiffs have set forth a prima facie case of disparate impact, as provided in the Affidavit of Jesse Horsford and discussed above, 340 Elm’s decision to lease to the tenants it did during the 2018-2019 and 2019-2020 lease terms was made solely on such tenants’ abilities to pay the asking price for rental of the units. *See* Affidavit of Jesse Horsford, ¶ 18. Such business interest undoubtedly qualifies as “a legitimate, bona fide ... interest that no alternative would serve that interest with less discriminatory effect.” (internal quotations omitted). *See Salute v. Stratford Greens Garden Apartments*, 136 F.3d 293, 302 (2d Cir. 1998). Given that the plaintiffs never applied to rent the premises, they will further be unable to legitimately allege and/or show that such reason was pretextual.

Accordingly, the plaintiffs fail to state claims against 340 Elm, LLC under the Fair Housing Act or the Connecticut Discriminatory Housing Act, and such claims should be dismissed.

II. THE PLAINTIFFS FAIL TO STATE CLAIMS AGAINST 340 ELM, LLC UNDER A CIVIL CONSPIRACY THEORY (COUNT V)

The plaintiffs fail to state a claim against 340 Elm LLC under a civil conspiracy theory.

“The [elements] of a civil action for conspiracy are: (1) a combination between two or more persons, (2) to do a criminal or an unlawful act or a lawful act by criminal or unlawful means, (3) an act done by one or more of the conspirators pursuant to the scheme and in furtherance of the object, (4) which act results in damage to the plaintiff.” (Internal quotation marks omitted.) *Harp v. King*, 266 Conn. 747, 779 (2003). There is, however, “no independent claim of civil conspiracy. Rather, [t]he action is for damages caused by acts committed pursuant to a formed conspiracy rather than by the conspiracy itself.... Thus, to state a cause of action, a claim of civil conspiracy must be joined with an allegation of a substantive tort.” (Citation omitted; emphasis in original; internal quotation marks omitted.) *Id.*, at 779 n. 37. “[T]he essence of a civil conspiracy ... [is] two or more persons acting together to achieve a shared goal that results in injury to another.” *Id.*, at 779.

The purpose of a civil conspiracy claim is to impose civil liability for damages on those who agree to join in a tortfeasor's conduct and, thereby, become liable for the ensuing damage, simply by virtue of their agreement to engage in the wrongdoing. *Macomber v. Travelers Prop. & Cas. Corp.*, 277 Conn. 617, 636 (2006). Implicit in this purpose, and in the principle that there must be an underlying tort for the viability of a civil conspiracy claim, is the notion that the coconspirator be liable for the damages flowing from the underlying tortious conduct to which the coconspirator agreed. *Id.*

The plaintiffs allege the following facts in support of their claims:

- That “[e]ach local Chapter, national organization and housing corporation conspired to engage in the unlawful violations of fair housing laws set forth in this complaint.” Plaintiffs’ Amended Compl., ¶ 280.
- That “each fraternity’s local chapter, national organization, and housing corporation agreed to use their house in New Haven as a fraternity house and agreed that the units in the house would solely be made available to men or that men would receive priority in renting units at the house.” Plaintiffs’ Amended Compl., ¶ 280.
- That “[p]ursuant to and in furtherance of this scheme, each Fraternity deterred or prevented Plaintiffs McNeil, Singer, Walker, other Engender members, and proposed class members from becoming Fraternity members and thereby gaining an equal opportunity as their male peers to rent units [in] each Fraternity house.” Plaintiffs’ Amended Compl., ¶ 281.
- “Accordingly, each of the fraternity’s local chapters, national organizations, and housing corporations conspired together to rent, refuse to negotiate for the rental of, and otherwise make unavailable or deny, dwellings to Plaintiffs McNeil, Singer and Walker, other members of Engender, and all members of Engender, and all members of the proposed class because of their gender.” Plaintiffs’ Amended Compl., ¶ 282.

While the plaintiffs appear to properly plead the first element, i.e. that there was a combination between two or more persons (the fraternities and housing corporations) they fail to sufficiently plead the second element. To succeed on the second element, the plaintiffs would be required to plead that 340 Elm joined with Kappa Delta/Chi Psi to do a criminal or unlawful act,

i.e. violating Federal and Connecticut law regarding discriminatory housing practices. These arguments are addressed in the previous section of this memorandum as well as the third element which would require successfully claiming that 340 Elm took actions “pursuant to the scheme and in furtherance of the object,” and both fail for the reasons set forth therein. addressed in the previous section, or (3) that 340 Elm took actions “pursuant to the scheme and in furtherance of the object.”

The plaintiffs allege that 340 Elm agreed to use the Property as a fraternity house, that it would be solely available to men, and that 340 Elm refused to rent or negotiate the rental with the named plaintiffs and proposed class. Plaintiffs’ Amended Compl., ¶¶ 280, 282. As addressed in the previous section, none of the named plaintiffs approached 340 Elm for the purpose of leasing the 340 Elm Premises. *See also*, Affidavit of Jesse Horsford, ¶ 22. Accordingly, 340 Elm cannot be liable for the purported refusal to rent to such parties. The plaintiff has no viable alternative argument under this count.

As addressed in the previous section, the plaintiffs’ allegations of violations of the Fair Housing Act and Connecticut Discriminatory Housing Practices Act fail as a matter of law with respect to 340 Elm, and accordingly, the plaintiffs cannot claim conspiracy in conjunction with these deficient causes of action.

In addition, as provided in Jesse Horsford’s affidavit, 340 Elm has no contract, relationship or connection with Kappa Delta, Chi Psi or any other local or national chapters of fraternities mentioned in the instant complaint. Affidavit of Jesse Horsford, ¶ 23. In fact, the entirety of 340 Elm’s transactions with any party allegedly affiliated with such fraternities was the 2018-2019 and 2019-2020 lease of the 340 Elm Property, each to nine individuals who plaintiffs allege comprise part of the fifty-one Kappa Delta members. Plaintiffs’ Amended Compl., ¶33; Affidavit of Jesse

Horsford, ¶¶ 12, 25. 340 Elm has had no other interactions with the fraternities named in this lawsuit.

Accordingly, the plaintiffs' claims against 340 Elm, LLC under a civil conspiracy theory fail as a matter of law.

III. PLAINTIFFS FAIL TO STATE A CLAIM AGAINST 340 ELM, LLC UNDER A DISCRIMINATION IN PLACES OF PUBLIC ACCOMODATION THEORY (COUNTS VI & VII)

The plaintiffs fail to state a claim against 340 Elm under a discrimination in places of public accommodation theory.

The plaintiffs assert two claims under this theory, one alleging discrimination in denial in memberships of fraternities, and one alleging a hostile environment.³ These claims are asserted collectively against the group of defendants that the plaintiffs have defined as the "Defendant Fraternities." "Defendant Fraternities" purportedly includes 340 Elm and several other housing corporations, as well as national fraternities and Yale chapter fraternities. *See* Plaintiffs' Amended Compl., ¶ 60.

Connecticut General Statutes, § 46a-63(1) provides:

Place of public accommodation, resort or amusement means any establishment which caters or offers its services or facilities or goods to the general public, including, but not limited to, any commercial property or building lot, on which it is intended that a commercial building will be constructed or offered for sale or rent...

³ The plaintiffs allege they have not yet received releases of jurisdiction from the CHRO with respect to 340 Elm, and they have indicated that they will amend their complaint to add 340 Elm as a defendant to these counts once that has taken place. Plaintiffs' Amended Compl., ¶¶ 292, 293, 304, 305. The plaintiffs have also asserted claims against the same parties on behalf of Engender in the CHRO. Recently, partial releases of jurisdiction have been issued with respect to those matters. The CHRO retains jurisdiction over three amended claims, but the Engender claim was released on May 28, 2019. Accordingly, the plaintiffs indicate they will be amending their complaint to also include claims with respect to Engender on these counts. Plaintiffs' Amended Compl., ¶¶ 295, 296, 307, 308. 340 Elm, LLC submits this motion to dismiss and memorandum in support in anticipation that an amended complaint will be filed, once all releases of jurisdiction have been issued.

Connecticut General Statutes, § 46a-64 provides:

(a) It shall be a discriminatory practice in violation of this section: (1) To deny any person within the jurisdiction of this state full and equal accommodations in any place of public accommodation, resort or amusement because of ... sex ... of the applicant, subject only to the conditions and limitations established by law and applicable alike to all persons...

(b) (1) The provisions of this section with respect to the prohibition of sex discrimination shall not apply to (A) the rental of sleeping accommodations provided by associations and organizations which rent all such sleeping accommodations on a temporary or permanent basis for the exclusive use of persons of the same sex

The plaintiffs' claims based on General Statutes § 46a-63 and 46a-64, which prohibit discriminatory public accommodations practices, is misplaced. Its scope and reach were substantially modified in 1990 when the General Assembly passed specific legislation prohibiting discriminatory housing practices, i.e. Connecticut General Statutes §46a-64b and Connecticut General Statutes §46a-64c. Public Act 90-246, Sections 4 and 5. When this new legislation was enacted, the legislature amended General Statutes 46a-63 and 46a-64 to remove references to housing accommodations from its scope. Public Act 90-246, Sections 2 and 3. A copy of this Public Act is attached hereto for reference as Exhibit A and evidences the clear intent of the legislature to treat housing discrimination in a separate and distinct category for the purpose of addressing claims of this type. *Compare Quinnipiac Council, Boy Scouts of America, Inc. v. CHRO*, 204 Conn. 287, 294-298 (1987) (discussing the prior version of the law, General Statutes (Rev. to 1977) 353-35(a)).

The plaintiffs claim that the Defendant Fraternities are public accommodations under Connecticut General Statutes §46a-63 because they are establishments that cater or offer their services or facilities or goods to the general public. Plaintiffs' Amended Compl., ¶¶ 287, 300.

They allege:

Defendant Fraternities open themselves up to the general public in numerous ways. They regularly host parties that are open to the general public and they allow a broad array of organizations and individuals to rent and use their spaces. Defendant Fraternities' primary admission criterion for membership is gender: upon information and belief, they admit the vast majority of men who apply while completely denying female students the opportunity to become members. The Fraternities depend upon, and have established a symbiotic relationship with Yale, which provides Fraternities with resources and allows the Fraternities to recruit Yale students.

Plaintiffs' Amended Complaint, ¶¶ 288, 301.

The plaintiffs further claim that:

289. Defendant Fraternities have a policy and practice of discriminating against female students. Defendant Fraternities each refuse to admit women to their membership.

290. Defendant Fraternities Explicitly rejected the requests of Plaintiffs McNeil, Singer, Walker, and other members of Engender, to become members because of their gender and/or indicated it would be futile for Plaintiffs McNeil, Singer, Walker, and other members of Engender, to apply for membership. The Fraternities have also rejected and/or deterred other members of the proposed class from becoming or seeking to become members in the community.

302. Defendant Fraternities have a policy and practice of creating a hostile environment at their houses and events throughout Yale's campus. Plaintiffs McNeil, Singer, Walker, other members of Engender, and members of the proposed class were subjected to sexual harassment or assault in fraternity houses and at fraternity parties. The prevalence of sexual harassment at fraternities is so great that Plaintiffs McNeil, Singer, and Walker no longer feel comfortable attending fraternity parties.

340 Elm leases two residences in a duplex to nine individuals. Affidavit of Jesse Horsford, ¶¶ 12, 19. A private residence is, by definition, not a place of public accommodation, resort or amusement regardless of whether the lessees are all members of the same club(s)/organization(s). *See* Public Act 90-246, Sections 2-5 (Exhibit A). Regardless of whether the defendant fraternity is found to be a public accommodation, the two apartments 340 Elm leases to nine students

collectively who are allegedly members of Kappa Delta does not in turn render 340 Elm or the 340 Elm Property, two private residences, places of public accommodation. Finally, even if 340 Elm were deemed a place of public accommodation because of the tenants' activities there, *340 Elm* has never denied the named plaintiffs the opportunity to lease the premises, nor any applicant because of sex. *See* Affidavit of Jesse Horsford, ¶¶ 22, 26. Any claim that 340 Elm would be liable for owning the property and leasing it to individuals who have guests over on a public accommodations basis would be a clear misapplication of the law based on its text, purpose and intent. *See* discussion of Public Act 90-246, above.

Defendant 340 Elm is not aware of any discriminatory behavior of its lessees, and to hold 340 Elm or landlords/residential property owners in general to a standard of investigating potential discriminatory behavior of its prospective tenants or organizations they are suspected of belonging to would be to set an unworkable standard. *See* Affidavit of Jesse Horsford, ¶¶ 30, 31. The plaintiffs have not alleged specific discriminatory behavior of the individual tenants who leased 340 Elm, nor is 340 Elm aware of any. *Id.* Research of Connecticut law and analogous statutory framework from other jurisdiction have yielded no precedent for the plaintiff's claims.

CONCLUSION

WHEREFORE, for the reasons set forth above, the defendant 340 Elm, LLC respectfully requests this court grant its motion to dismiss the plaintiffs' claims asserted against it in the instant action as they fail to meet the pleading standards required, are without merit and are completely baseless.

THE DEFENDANT,
304 ELM, LLC

BY MILANO & WANAT LLC

By: /s/ CT 30406
Liza M. Fletcher
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CERTIFICATE OF SERVICE

I hereby certify that on **May 29, 2019**, a copy of the foregoing was filed electronically. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system and by first-class mail to all parties who are unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF system.

/s/ CT 30406

Liza M. Fletcher

EXHIBIT A

Connecticut General Statutes Annotated
Title 46a. Human Rights (Refs & Annos)
Chapter 814C. Human Rights and Opportunities
Part II. Discriminatory Practices (Refs & Annos)

C.G.S.A. § 46a-63

§ 46a-63. Discriminatory public accommodation practices: Definitions

Currentness

As used in this chapter:

- (1) "Place of public accommodation, resort or amusement" means any establishment which caters or offers its services or facilities or goods to the general public, including, but not limited to, any commercial property or building lot, on which it is intended that a commercial building will be constructed or offered for sale or rent;
- (2) "Deaf person" means a person who cannot readily understand spoken language through hearing alone and who may also have a speech defect which renders his speech unintelligible to most people with normal hearing;
- (3) "Lawful source of income" means income derived from Social Security, supplemental security income, housing assistance, child support, alimony or public or state-administered general assistance.

Credits

(1980, P.A. 80-422, § 11; 1983, June Sp.Sess., P.A. 83-3, § 1; 1989, P.A. 89-288, § 1; 1990, P.A. 90-246, § 2; 1991, P.A. 91-58, § 23; 2004, P.A. 04-76, § 37.)

Editors' Notes

Relevant Additional Resources

Additional Resources listed below contain your search terms.

HISTORICAL AND STATUTORY NOTES

Codification

The term "mobile home" has been changed to "mobile manufactured home" wherever appearing pursuant to 1983, June Sp.Sess., P.A. 83-3, § 1.

Technical changes were made to conform to Gen.St., Rev. to 2005.

Amendments

1989 Amendment. 1989, P.A. 89-288, § 1, added subsec. (4) defining "lawful source of income".

1990 Amendment. 1990, P.A. 90-246, § 2, in subsec. (1), deleted pars. (A) and (C), which included public housing and mobile manufactured home parks, deleted par. (B) designation and reference to any housing accommodation, deleted former subsec. (e) which defined “mobile manufactured home park”, and redesignated former subsec. (4) as (3).

1991 Amendment. 1991, P.A. 91-58, § 23, in the opening sentence, added reference to definitions as used in this chapter.

2004 Amendment. 2004, P.A. 04-76, § 37, inserted “state-administered” in subd. (3).

Notes of Decisions containing your search terms (0)

[View all 7](#)

C. G. S. A. § 46a-63, CT ST § 46a-63

The statutes and Constitution are current with enactments of Public Acts enrolled and approved by the Governor on or before May 9, 2019 and effective on or before May 29, 2019.

End of Document

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Proposed Legislation

Connecticut General Statutes Annotated
Title 46a. Human Rights (Refs & Annos)
Chapter 814C. Human Rights and Opportunities
Part II. Discriminatory Practices (Refs & Annos)

C.G.S.A. § 46a-64

§ 46a-64. Discriminatory public accommodations practices prohibited. Penalty

Effective: October 1, 2017

Currentness

(a) It shall be a discriminatory practice in violation of this section: (1) To deny any person within the jurisdiction of this state full and equal accommodations in any place of public accommodation, resort or amusement because of race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, lawful source of income, intellectual disability, mental disability, physical disability, including, but not limited to, blindness or deafness, or status as a veteran, of the applicant, subject only to the conditions and limitations established by law and applicable alike to all persons; (2) to discriminate, segregate or separate on account of race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, lawful source of income, intellectual disability, mental disability, learning disability, physical disability, including, but not limited to, blindness or deafness, or status as a veteran; (3) for a place of public accommodation, resort or amusement to restrict or limit the right of a mother to breast-feed her child; (4) for a place of public accommodation, resort or amusement to fail or refuse to post a notice, in a conspicuous place, that any blind, deaf or mobility impaired person, accompanied by his guide dog wearing a harness or an orange-colored leash and collar, may enter such premises or facilities; or (5) to deny any blind, deaf or mobility impaired person or any person training a dog as a guide dog for a blind person or a dog to assist a deaf or mobility impaired person, accompanied by his guide dog or assistance dog, full and equal access to any place of public accommodation, resort or amusement. Any blind, deaf or mobility impaired person or any person training a dog as a guide dog for a blind person or a dog to assist a deaf or mobility impaired person may keep his guide dog or assistance dog with him at all times in such place of public accommodation, resort or amusement at no extra charge, provided the dog wears a harness or an orange-colored leash and collar and is in the direct custody of such person. The blind, deaf or mobility impaired person or person training a dog as a guide dog for a blind person or a dog to assist a deaf or mobility impaired person shall be liable for any damage done to the premises or facilities by his dog. For purposes of this subdivision, "guide dog" or "assistance dog" includes a dog being trained as a guide dog or assistance dog and "person training a dog as a guide dog for a blind person or a dog to assist a deaf or mobility impaired person" means a person who is employed by and authorized to engage in designated training activities by a guide dog organization or assistance dog organization that complies with the criteria for membership in a professional association of guide dog or assistance dog schools and who carries photographic identification indicating such employment and authorization.

(b) (1) The provisions of this section with respect to the prohibition of sex discrimination shall not apply to (A) the rental of sleeping accommodations provided by associations and organizations which rent all such sleeping accommodations on a temporary or permanent basis for the exclusive use of persons of the same sex or (B) separate bathrooms or locker rooms based on sex. (2) The provisions of this section with respect to the prohibition of discrimination on the basis of age shall not apply to minors or to special discount or other public or private programs to assist persons sixty years of age and older. (3) The provisions of this section with respect to the prohibition of discrimination on the basis of physical disability

shall not require any person to modify his property in any way or provide a higher degree of care for a physically disabled person, including, but not limited to blind or deaf persons, than for a person not physically disabled. (4) The provisions of this section with respect to the prohibition of discrimination on the basis of creed shall not apply to the practice of granting preference in admission of residents into a nursing home as defined in [section 19a-490](#), if (A) the nursing home is owned, operated by or affiliated with a religious organization, exempt from taxation for federal income tax purposes and (B) the class of persons granted preference in admission is consistent with the religious mission of the nursing home. (5) The provisions of this section with respect to the prohibition of discrimination on the basis of lawful source of income shall not prohibit the denial of full and equal accommodations solely on the basis of insufficient income.

(c) Any person who violates any provision of this section shall be guilty of a class D misdemeanor.

Credits

(1949 Rev., § 8375; 1949, Supp. § 691a; 1953, Supp. § 2464c; 1955, Supp. § 3267d; 1958 Rev., § 53-35; 1959, P.A. 113; 1961, P.A. 472, §§ 1, 2; 1963, P.A. 594; 1965, Feb.Sp.Sess., P.A. 141; 1967, P.A. 177, § 1; 1972, P.A. 186, § 15; 1973, P.A. 73-119; 1973, P.A. 73-279, § 6; 1974, P.A. 74-205; 1975, P.A. 75-323; 1976, P.A. 76-49, § 3; 1977, P.A. 77-604, § 37, eff. July 6, 1977; 1978, P.A. 78-148, § 12; 1979, P.A. 79-186; 1980, P.A. 80-422, § 12; 1980, P.A. 80-483, § 135, eff. June 6, 1980; 1985, P.A. 85-289, § 7; 1985, P.A. 85-512, § 5; 1988, P.A. 88-114; 1988, P.A. 88-288; 1989, P.A. 89-21, § 2; 1989, P.A. 89-288, § 2; 1990, P.A. 90-230, § 63, eff. June 8, 1990; 1990, P.A. [90-246](#), § 3; 1990, P.A. 90-330, § 4, eff. July 1, 1990; 1994, P.A. 94-238, § 4, eff. July 1, 1994; 1997, P.A. 97-141, § 2; 1997, P.A. 97-210, § 1; 2007, P.A. 07-217, § 167, eff. July 12, 2007; 2011, P.A. 11-55, § 25; 2011, P.A. 11-129, § 20; 2012, P.A. 12-80, § 94; 2017, P.A. 17-127, § 5.)

Editors' Notes

Relevant Additional Resources

Additional Resources listed below contain your search terms.

HISTORICAL AND STATUTORY NOTES

Transfer of Section

This section, formerly set out as [C.G.S.A. § 53-35](#), was transferred to C.G.S.A. § 46a-64 in Gen.St., Rev. to 1981.

Codification

On and after Oct. 1, 2011, the term “the mentally retarded” has been changed to “persons with intellectual disability”, pursuant to [2011, P.A. 11-129, § 20\(a\)\(1\)](#), the term “mentally retarded”, “mentally retarded person” or “mentally retarded persons” has been changed to intellectual disability”, “person with intellectual disability” or “persons with intellectual disability”, pursuant to [2011, P.A. 11-129, § 20\(a\)\(2\)](#), and “mental retardation” has been changed to “intellectual disability”, pursuant to [2011, P.A. 11-129, § 20\(a\)\(3\)](#), in the following provisions: [C.G.S.A. §§ 2c-2b, 4a-60, 4b-31, 8-2g, 8-3e, 9-159s, 10-91f, 17a-593, 17a-594, 17a-596, 45a-598, 45a-669, 45a-672, 45a-676, 45a-677, 45a-678, 45a-679, 45a-680, 45a-681, 45a-682, 45a-683, 46a-51, 46a-60, 46a-64, 46a-64b, 46a-66, 46a-70, 46a-71, 46a-72, 46a-73, 46a-75, 46b-76, 46b-84, 52-146o, 53a-46a, 53a-181i and 54-250](#).

Amendments

1959 Amendment. 1959, P.A. 113, included reference to sale or rental of any housing accommodation which is one of five or more units located on a single parcel or contiguous parcels of land owned or controlled by one person.

1961 Amendments. 1961, P.A. 472, § 1, inserted references to building lots, reduced from five to three the number of contiguous housing accommodations to which the section applied, and defined “owns or otherwise controls” to include ownership or control during the past year and direct or indirect ownership or control by the “same interests”. The former section was designated as subsec. (a).

1961, P.A. 472, § 2, added a former subsec. (b) making the amendment inapplicable to pending proceedings.

1963 Amendment. 1963, P.A. 594, in subsec. (a), deleted former language limiting applicability to housing accommodations or building lots which were among three or more such accommodations or lots, and inserted a proviso excepting owner-occupied duplexes and rental of rooms in owner-occupied homes; and in subsec. (b), extended the inapplicability of the section to cases pending Oct. 1, 1963.

1965 Amendment. 1965, Feb.Sp.Sess., P.A. 141, inserted references to national origin or ancestry.

1967 Amendment. 1967, P.A. 177, § 1, inserted references to commercial property and buildings.

1972 Amendment. 1972, P.A. 186, § 15, in subsec. (a) inserted the reference to mobile home parks.

1973 Amendments. 1973, P.A. 73-119, in subsec. (a), made the section applicable to sex, and inserted a fourth sentence, exempting from sex discrimination any association or organization which rents exclusively to persons of the same sex.

1973, P.A. 73-279, § 6, in subsec. (a), inserted references to physical disability, including but not limited to, blindness; inserted subsecs. (b) and (c), specifying that no property need be modified for disabled persons and that blind persons may be accompanied by their guide dogs; designated the former last sentence of subsec. (a), relating to penalties, as subsec. (d); and redesignated former subsec. (b) as subsec. (e).

1974 Amendment. 1974, P.A. 74-205, made subsec. (a) applicable to marital status, and added a fifth sentence relating to denial of housing to an unrelated man and woman.

1975 Amendment. 1975, P.A. 75-323, made subsec. (a) applicable to age, and added a sixth sentence excepting from age discrimination provisions minors, government aided housing for the elderly, or housing developed and maintained exclusively for persons within a specified age group.

1976 Amendment. 1976, P.A. 76-49, § 3, made the section applicable to deafness and deaf persons; and added, to subsec. (b), a second sentence defining “deaf person”.

1977 Amendment. 1977, P.A. 77-604, § 37, inserted, in the second sentence of subsec. (a), “, age”.

1978 Amendment. 1978, P.A. 78-148, § 12, made subsec. (a) applicable to mental retardation.

1979 Amendment. 1979, P.A. 79-186, designated subsec. (c) as subd. (c)(1), relating to guide dogs, harnesses, and liability and added subd. (c)(2) relating to a notice.

1980 Amendments. 1980, P.A. 80-422, § 12, rewrote the section to read:

“(a) It shall be a discriminatory practice in violation of this section: (1) To deny any person within the jurisdiction of this state full and equal accommodations in any place of public accommodation, resort or amusement because of race, creed, color, national origin, ancestry, sex, marital status, age, mental retardation or physical disability, including, but not

limited to, blindness or deafness of the applicant, subject only to the conditions and limitations established by law and applicable alike to all persons; (2) to discriminate, segregate or separate on account of race, creed, color, national origin, ancestry, sex, marital status, age, mental retardation or physical disability, including, but not limited to, blindness or deafness; (3) for a place of public accommodation, resort or amusement to fail or refuse to post a notice, in a conspicuous place, that any blind or deaf person, accompanied by his guide dog wearing a harness, may enter such premises or facilities; or (4) to deny any blind or deaf person, accompanied by his guide dog, full and equal access to any place of public accommodation, resort or amusement. Any blind or deaf person may keep his guide dog with him at all times in such place of public accommodation, resort or amusement at no extra charge, provided the dog wears a harness and is in the direct custody of the blind or deaf person. The blind or deaf person shall be liable for any damage done to the premises or facilities by his dog.

“(b)(1) The provisions of this section shall not apply (A) to the rental of a housing accommodation in a building which contains housing accommodations for not more than two families living independently of each other, if the owner or members of his family reside in one of such housing accommodations, or (B) to the rental of a room or rooms in a housing accommodation, if such rental is by the occupant of the housing accommodation, or by the owner of the housing accommodation and he or members of his family reside in such housing accommodation. (2) The provisions of this section with respect to the prohibition of sex discrimination shall not apply to the rental of sleeping accommodations provided by associations and organizations which rent all such sleeping accommodations on a temporary or permanent basis for the exclusive use of persons of the same sex. (3) The provisions of this section with respect to the prohibition of discrimination on the basis of marital status shall not be construed to prohibit the denial of housing accommodations to a man and a woman who are both unrelated by blood and not married to each other. (4) The provisions of this section with respect to the prohibition of discrimination on the basis of age shall not apply to minors, to federal or state-aided or municipal housing for elderly persons, to special discount or other public or private programs to assist persons sixty years of age and older or to privately owned housing developed and maintained exclusively for persons within specified age groups. (5) The provisions of this section with respect to the prohibition of discrimination on the basis of physical disability shall not require any person to modify his property in any way or provide a higher degree of care for a physically disabled person, including, but not limited to blind or deaf persons, than for a person not physically disabled.

“(c) Any person who violates any provision of this section shall be fined not less than twenty-five nor more than one hundred dollars or imprisoned not more than thirty days or both.”

1980, P.A. 80-483, § 135, in subd. (c)(1) as it appeared prior to amendment by 1980, P.A. 80-422, § 12, inserted “or her” and “or she”.

1985 Amendments. 1985, P.A. 85-289, § 7, in subsec. (a), inserted references to mobility impaired persons throughout.

1985, P.A. 85-512, § 5, in subd. (4) of subsec. (b), inserted “, including mobile manufactured home parks,”.

1988 Amendments. 1988, P.A. 88-114, in subsec. (b), added subd. (6).

1988, P.A. 88-288, in subsec. (a), prohibited discrimination in accommodations on the basis of mental disability.

1989 Amendments. 1989, P.A. 89-21, § 2, in subsec. (a)(3), (4), inserted reference to an orange colored leash and collar, wherever appearing.

1989, P.A. 89-288, § 2, in subsecs. (a)(1) and (a)(2), added lawful source of income as a reason for certain practices considered discriminatory; and added subsec. (b)(7).

1990 Amendments. 1990, P.A. 90-230, § 63, in subsec. (a), in sentence beginning “It shall be a discriminatory practice”, in item (2), substituted “mental disability or physical disability” for “physical or mental disability”.

1990, P.A. 90-246, § 3, without references to amendment of subsec. (a) by 1990, P.A. 90-230, § 63, in subsec. (b), deleted subd. (1), which related to housing rentals, and redesignated former subd. (2) as (1); deleted subd. (3), which provided that denial of housing accommodations to unmarried couples did not constitute discrimination because of marital status; redesignated former subds. (4) to (7) as (2) to (5); and in subd. (2), deleted provisions that had excepted government housing and mobile home parks for the elderly from the age discrimination provisions of this section.

1990, P.A. 90-330, § 4, without reference to amendments by 1990, P.A. 90-230, § 63, and 1990, P.A. 90-246, § 13, in subsec. (a), subd. (2), made discrimination on account of a learning disability a violation of this section.

1994 Amendment. 1994, P.A. 94-238, § 4, in subsec. (b)(1), inserted subpar. designators and added subpar. (B).

1997 Amendments. 1997, P.A. 97-141, § 2, added all references to assistance dogs and to persons training guide dogs or assistance dogs in subsec. (a); added the fourth sentence in subsec. (a); and made other nonsubstantive changes.

1997, P.A. 97-210, § 1, in subsec. (a), added new subd. (3); and redesignated former subds. (3) and (4) as new subds. (4) and (5).

2007 Amendment. 2007, P.A. 07-217, § 167, made technical corrections.

2011 Amendment. 2011, P.A. 11-55, § 25, inserted “gender identity or expression,” in subds. (a)(1) and (a)(2).

2012 Amendment. 2012, P.A. 12-80, § 94, in subsec. (c), substituted “shall be guilty of a class D misdemeanor” for “shall be fined not less than twenty-five dollars or more than one hundred dollars or imprisoned not more than thirty days, or both”.

2017 Amendment. 2017, P.A. 17-127, § 5, in (a), inserted “, or status as a veteran,” and “, or status as a veteran”; and made nonsubstantive changes.

Derivation:

1905, P.A. ch. 11.

1918 Rev., § 6135.

1930 Rev., § 5985.

1933, Supp. § 1160b.

1935, Supp. § 1676c.

1941, Supp. § 860f.

1958 Rev., § 53-35b.

1967, P.A. 210, § 2.

1980, P.A. 80-422, § 50.

Notes of Decisions containing your search terms (0)

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C. G. S. A. § 46a-64, CT ST § 46a-64

The statutes and Constitution are current with enactments of Public Acts enrolled and approved by the Governor on or before May 9, 2019 and effective on or before May 29, 2019.

End of Document

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Substitute House Bill No. 5958

Substitute House Bill No. 5958

PUBLIC ACT NO. 90-246

AN ACT ADOPTING A COMPREHENSIVE CONNECTICUT FAIR HOUSING STATUTE CONFORMING TO THE FEDERAL FAIR HOUSING ACT.

Section 1. Subdivision (8) of section 46a-51 of the general statutes is repealed and the following is substituted in lieu thereof:

(8) "Discriminatory practice" means a violation of section 4a-60, 46a-58, 46a-59, 46a-60, 46a-64, AS AMENDED BY SECTION 3 OF THIS ACT, [46a-64a,] 46a-66, 46a-68, sections 46a-70 to 46a-78, inclusive, [or] subsection (a) of section 46a-80 OR SECTION 5 OF THIS ACT;

Sec. 2. Section 46a-63 of the general statutes, as amended by section 1 of public act 89-288, is repealed and the following is substituted in lieu thereof:

As used in this chapter:

(1) "Place of public accommodation, resort or amusement" means any establishment which caters or offers its services or facilities or goods to the general public, including, but not limited to, [(A) public housing projects and all other forms of publicly assisted housing, (B) any housing accommodation,] ANY commercial property or building lot, on which it is intended that a [housing accommodation or] commercial building will be constructed or offered for sale or rent; [, and (C) mobile manufactured home parks;]

(2) "Deaf person" means a person who cannot readily understand spoken language through hearing alone and who may also have a speech defect which renders his speech unintelligible to most people with normal hearing;

[(3) "Mobile manufactured home park" means a plot of ground upon which two or more mobile homes occupied for residential purposes are located;]

[(4)] (3) "Lawful source of income" means income derived from social security, supplemental security income, housing assistance, child support, alimony or public or general assistance.

Sec. 3. Section 46a-64 of the general statutes, as amended by section 2 of public act 89-21 and section 2 of public act 89-288, is repealed and the following is substituted in lieu thereof:

(a) It shall be a discriminatory practice in violation of this section: (1) To deny any person within the jurisdiction of this state full and equal accommodations in any place of public accommodation, resort or amusement because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, mental retardation, mental disability or physical disability, including, but not limited to,

blindness or deafness of the applicant, subject only to the conditions and limitations established by law and applicable alike to all persons; (2) to discriminate, segregate or separate on account of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, mental retardation or physical or mental disability, including, but not limited to, blindness or deafness; (3) for a place of public accommodation, resort or amusement to fail or refuse to post a notice, in a conspicuous place, that any blind, deaf or mobility impaired person, accompanied by his guide dog wearing a harness or an orange-colored leash and collar, may enter such premises or facilities; or (4) to deny any blind, deaf or mobility impaired person, accompanied by his guide dog, full and equal access to any place of public accommodation, resort or amusement. Any blind, deaf or mobility impaired person may keep his guide dog with him at all times in such place of public accommodation, resort or amusement at no extra charge, provided the dog wears a harness or an orange-colored leash and collar and is in the direct custody of the blind, deaf or mobility impaired person. The blind, deaf or mobility impaired person shall be liable for any damage done to the premises or facilities by his dog.

(b) (1) [The provisions of this section shall not apply (A) to the rental of a housing accommodation in a building which contains housing accommodations for not more than two families living independently of each other, if the owner or members of his family reside in one of such housing accommodations, or (B) to the rental of a room or rooms in a housing accommodation, if such rental is by the occupant of the housing accommodation, or by the owner of the housing accommodation and he or members of his family reside in such housing accommodation. (2)] The provisions of this section with respect to the prohibition of sex discrimination shall not apply to the rental of sleeping accommodations provided by associations and organizations which rent all such sleeping accommodations on a temporary or permanent basis for the exclusive use of persons of the same sex. [(3) The provisions of this section with respect to the prohibition of discrimination on the basis of marital status shall not be construed to prohibit the denial of housing accommodations to a man and a woman who are both unrelated by blood and not married to each other. (4)] (2) The provisions of this section with respect to the prohibition of discrimination on the basis of age shall not apply to minors, [to federal or state-aided or municipal housing for elderly persons,] to special discount or other public or private programs to assist

persons sixty years of age and older. [, or to privately owned housing, including mobile manufactured home parks, developed and maintained exclusively for persons within specified age groups. (5)] (3) The provisions of this section with respect to the prohibition of discrimination on the basis of physical disability shall not require any person to modify his property in any way or provide a higher degree of care for a physically disabled person, including, but not limited to blind or deaf persons, than for a person not physically disabled. [(6)] (4) The provisions of this section with respect to the prohibition of discrimination on the basis of creed shall not apply to the practice of granting preference in admission of residents into a nursing home as defined in section 19a-490, if (A) the nursing home is owned, operated by or affiliated with a religious organization, exempt from taxation for federal income tax purposes and (B) the class of persons granted preference in admission is consistent with the religious mission of the nursing home. [(7)] (5) The provisions of this section with respect to the prohibition of discrimination on the basis of lawful source of income shall not prohibit the denial of full and equal accommodations solely on the basis of insufficient income.

(c) Any person who violates any provision of this section shall be fined not less than twenty-five nor more than one hundred dollars or imprisoned not more than thirty days or both.

Sec. 4. (NEW) As used in this section and section 5 of this act: (1) "Discriminatory housing practice" means any discriminatory practice specified in section 5 of this act.

(2) "Dwelling" means any building, structure, mobile manufactured home park or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, mobile manufactured home park or portion thereof.

(3) "Fair Housing Act" means Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3600-3620).

(4) "Family" includes a single individual.

(5) "Familial status" means one or more individuals who have not attained the age of eighteen years being domiciled with a parent or another person having legal custody of such individual or individuals; or the designee of such parent or other person having such custody with the written permission of such parent or other person; or any person who is pregnant or is in the

process of securing legal custody of any individual who has not attained the age of eighteen years.

(6) "Housing for older persons" means housing: (A) Provided under any state or federal program that the Secretary of the United States Department of Housing and Urban Development determines is specifically designed and operated to assist elderly persons as defined in the state or federal program; or (B) intended for, and solely occupied by, persons sixty-two years of age or older; or (C) intended and operated for occupancy by at least one person fifty-five years of age or older per unit in accordance with the standards set forth in the federal Fair Housing Act and regulations developed pursuant thereto by the Secretary of the United States Department of Housing and Urban Development.

(7) "Mobile manufactured home park" means a plot of land upon which two or more mobile manufactured homes occupied for residential purposes are located.

(8) "Physical or mental disability" includes, but is not limited to, mental retardation, as defined in section 1-1g of the general statutes and physical disability, as defined in subdivision (15) of section 46a-51 of the general statutes and also includes, but is not limited to, persons who have a handicap as that term is defined in the federal Fair Housing Act.

(9) "Residential real estate-related transaction" means (A) the making or purchasing of loans or providing other financial assistance for purchasing, constructing, improving, repairing or maintaining a dwelling, or secured by residential real estate; or (B) the selling, brokering or appraising of residential real property.

(10) "To rent" includes to lease, to sublease, to let and to otherwise grant for a consideration the right to occupy premises not owned by the occupant.

Sec. 5. (NEW) (a) It shall be a discriminatory practice in violation of this section:

(1) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, or familial status.

(2) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income,

or familial status.

(3) To make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, familial status, or physical or mental disability, or an intention to make any such preference, limitation or discrimination.

(4) (A) To represent to any person because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, familial status, or physical or mental disability that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.

(B) It shall be a violation of this subdivision for any person to restrict or attempt to restrict the choices of any buyer or renter to purchase or rent a dwelling (1) to an area which is substantially populated, even if less than a majority, by persons of the same protected class as the buyer or renter, (2) while such person is authorized to offer for sale or rent another dwelling which meets the housing criteria as expressed by the buyer or renter to such person and (3) such other dwelling is in an area which is not substantially populated by persons of the same protected class as the buyer or renter. As used in this subdivision, "area" means municipality, neighborhood or other geographic subdivision which may include an apartment or condominium complex; and "protected class" means race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, familial status, or physical or mental disability.

(5) For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, familial status, or physical or mental disability.

(6) (A) To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a physical or mental disability of: (i) Such buyer or renter; (ii) a person residing in or intending to reside in such dwelling after it is so sold, rented, or made available; or (iii) any person associated with such buyer or renter.

(B) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or

facilities in connection with such dwelling, because of a physical or mental disability of: (i) Such person; or (ii) a person residing in or intending to reside in such dwelling after it is so sold, rented, or made available; or (iii) any person associated with such person.

(C) For purposes of this subdivision, discrimination includes: (i) A refusal to permit, at the expense of a person with a physical or mental disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises; except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted; (ii) a refusal to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; (iii) in connection with the design and construction of covered multi-family dwellings for the first occupancy after March 13, 1991, a failure to design and construct those dwellings in such manner that they comply with the requirements of Section 804(f) of the Fair Housing Act or the provisions of the state building code as adopted pursuant to the provisions of sections 29-269 and 29-273 of the general statutes, whichever requires greater accommodation. "Covered multi-family dwellings" means buildings consisting of four or more units if such buildings have one or more elevators, and ground floor units in other buildings consisting of four or more units.

(7) For any person or other entity engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, familial status, or physical or mental disability.

(8) To deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership or participation, on account of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, familial status, or physical or mental disability.

(9) To coerce, intimidate, threaten, or

interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this section.

(b) (1) The provisions of this section shall not apply to (A) the rental of a room or rooms in a dwelling if the owner actually maintains and occupies part of such living quarters as his residence or (B) a unit in a dwelling containing living quarters occupied or intended to be occupied by no more than two families living independently of each other, if the owner actually maintains and occupies the other such living quarters as his residence. (2) The provisions of this section with respect to the prohibition of discrimination on the basis of marital status shall not be construed to prohibit the denial of a dwelling to a man or a woman who are both unrelated by blood and not married to each other. (3) The provisions of this section with respect to the prohibition of discrimination on the basis of age shall not apply to minors, to special discount or other public or private programs to assist persons sixty years of age and older or to housing for older persons as defined in section 4 of this act, provided there is no discrimination on the basis of age among older persons eligible for such housing. (4) The provisions of this section with respect to the prohibition of discrimination on the basis of familial status shall not apply to housing for older persons as defined in section 4 of this act or to a unit in a dwelling containing units for no more than four families living independently of each other, if the owner of such dwelling resides in one of the units. (5) The provisions of this section with respect to the prohibition of discrimination on the basis of lawful source of income shall not prohibit the denial of full and equal accommodations solely on the basis of insufficient income. (6) The provisions of this section with respect to the prohibition of discrimination on the basis of sex shall not apply to the rental of sleeping accommodations provided by associations and organizations which rent all such sleeping accommodations on a temporary or permanent basis for the exclusive use of persons of the same sex.

(c) Nothing in this section limits the applicability of any reasonable state statute or municipal ordinance restricting the maximum number of persons permitted to occupy a dwelling.

(d) Nothing in this section or section 4 of this act shall be construed to invalidate or limit any state statute or municipal ordinance that requires dwellings to be designed and constructed

in a manner that affords persons with physical or mental disabilities greater access than is required by this section or section 4 of this act.

(e) Nothing in this section prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, familial status, or physical or mental disability.

(f) Notwithstanding any other provision of chapter 814c of the general statutes, complaints alleging a violation of this section shall be investigated within one hundred days of filing and a final administrative disposition shall be made within one year of filing unless it is impracticable to do so. If the commission on human rights and opportunities is unable to complete its investigation or make a final administrative determination within such time frames, it shall notify the complainant and the respondent in writing of the reasons for not doing so.

(g) Any person who violates any provision of this section shall be fined not less than twenty-five nor more than one hundred dollars or imprisoned not more than thirty days, or both.

Sec. 6. Section 46a-54 of the general statutes, as amended by section 2 of public act 89-332, is repealed and the following is substituted in lieu thereof:

The commission shall have the following powers and duties:

(1) To establish and maintain such offices as the commission may deem necessary;

(2) To organize the commission into a division of affirmative action monitoring and contract compliance, a division of discriminatory practice complaints and such other divisions, bureaus or units as may be necessary for the efficient conduct of business of the commission;

(3) To employ a commission counsel who shall not be subject to the provisions of chapter 67;

(4) To appoint such investigators and other employees and agents as it deems necessary, fix their compensation within the limitations provided by law and prescribe their duties;

(5) To adopt, publish, amend and rescind regulations consistent with and to effectuate the provisions of this chapter;

(6) To establish rules of practice to govern, expedite and effectuate the procedures set forth in this chapter;

(7) To recommend policies and make recommendations to agencies and officers of the state and local subdivisions of government to effectuate the policies of this chapter;

(8) To receive, initiate as provided in

section 46a-82, investigate and mediate discriminatory practice complaints;

(9) By itself or with or by hearing officers, to hold hearings, subpoena witnesses and compel their attendance, administer oaths, take the testimony of any person under oath and require the production for examination of any books and papers relating to any matter under investigation or in question;

(10) To make rules as to the procedure for the issuance of subpoenas by individual commissioners and hearing officers;

(11) To require written answers to interrogatories under oath relating to any complaint under investigation pursuant to this chapter alleging any discriminatory practice as defined in subdivision (8) of section 46a-51, and to adopt regulations in accordance with the provisions of chapter 54 for the procedure for the issuance of interrogatories and compliance with interrogatory requests;

(12) To utilize such voluntary and uncompensated services of private individuals, agencies and organizations as may from time to time be offered and needed and with the cooperation of such agencies, (A) to study the problems of discrimination in all or specific fields of human relationships and (B) to foster through education and community effort or otherwise good will among the groups and elements of the population of the state;

(13) To require the posting by an employer, employment agency or labor organization of such notices regarding statutory provisions as the commission shall provide;

(14) To require the posting, [at any place of public accommodation, resort or amusement, as defined in section 46a-63] BY ANY RESPONDENT OR OTHER PERSON SUBJECT TO THE REQUIREMENTS OF SECTION 46a-64, AS AMENDED BY SECTION 3 OF THIS ACT, OR SECTION 5 OF THIS ACT, of such notices of statutory provisions as it deems desirable; and

(15) To enter into contracts for and accept grants of federal funds.

Sec. 7. Subsection (a) of section 46a-68 of the general statutes is repealed and the following is substituted in lieu thereof:

(a) Each state agency, department, board and commission shall develop and implement, in cooperation with the commission on human rights and opportunities, an affirmative action plan that commits the agency, department, board or commission to a program of affirmative action in all aspects of personnel and administration. Such plan shall be developed pursuant to regulations adopted by the commission on human rights and opportunities in accordance with chapter 54 to

ensure that affirmative action is undertaken as required by state and federal law to provide equal employment opportunities and to comply with all responsibilities under the provisions of sections 4-61u to 4-61w, inclusive, sections 46a-54 to 46a-64, inclusive, AS AMENDED BY SECTION 3 AND 6 OF THIS ACT, SECTION 5 OF THIS ACT and sections 46a-70 to 46a-78, inclusive. The executive head of each such agency, department, board or commission shall be directly responsible for the development, filing and implementation of such affirmative action plan.

Sec. 8. Section 46a-74 of the general statutes is repealed and the following is substituted in lieu thereof:

No state department, board or agency may permit any discriminatory practice in violation of SECTION 46a-59 OR SECTION 46a-64, AS AMENDED BY SECTION 3 OF THIS ACT, OR SECTION 5 OF THIS ACT. [the Public Accommodations Act.]

Sec. 9. Section 46a-82 of the general statutes is repealed and the following is substituted in lieu thereof:

(a) Any person claiming to be aggrieved by an alleged discriminatory practice, except for an alleged violation of section 46a-68, AS AMENDED BY SECTION 7 OF THIS ACT, may, by himself or his attorney, make, sign and file with the commission a complaint in writing under oath, which shall state the name and address of the person alleged to have committed the discriminatory practice, and which shall set forth the particulars thereof and contain such other information as may be required by the commission. AFTER THE FILING OF A COMPLAINT PURSUANT TO THIS SUBSECTION, THE COMMISSION SHALL SERVE UPON THE PERSON CLAIMING TO BE AGGRIEVED A NOTICE THAT: (1) ACKNOWLEDGES RECEIPT OF THE COMPLAINT AND (2) ADVISES OF THE TIME FRAMES AND CHOICE OF FORUMS AVAILABLE UNDER THIS CHAPTER.

(b) The commission, whenever it has reason to believe that any person has been engaged or is engaged in a discriminatory practice, may issue a complaint except for a violation of subsection (a) of section 46a-80.

(c) The commission may issue a complaint if: (1) An affirmative action plan filed pursuant to section 46a-68, AS AMENDED BY SECTION 7 OF THIS ACT, is in violation of any of the provisions of section 4-61u or 4-61w, sections 46a-54 to 46a-64, inclusive, AS AMENDED BY SECTIONS 3 AND 6 OF THIS ACT, SECTION 5 OF THIS ACT or sections 46a-70 to 46a-78, inclusive; or (2) an agency, department, board or commission fails to submit an affirmative action plan required under section 46a-68, AS AMENDED BY SECTION 7 OF THIS ACT.

(d) Any employer whose employees, or any of them, refuse or threaten to refuse to comply with

the provisions of section 46a-60, may file with the commission a written complaint under oath asking for assistance by conciliation or other remedial action.

(e) Any complaint filed pursuant to this section must be filed within one hundred and eighty days after the alleged act of discrimination except that any complaint by a person claiming to be aggrieved by a violation of subsection (a) of section 46a-80 must be filed within thirty days of the alleged act of discrimination.

Sec. 10. Subsection (a) of section 46a-83 of the general statutes, as amended by section 4 of public act 89-332, is repealed and the following is substituted in lieu thereof:

(a) [After] WITHIN TEN DAYS AFTER the filing of any discriminatory practice complaint, OR AN AMENDMENT ADDING AN ADDITIONAL RESPONDENT, the commission shall cause the complaint to be served upon the respondent [who may] TOGETHER WITH A NOTICE (1) IDENTIFYING THE ALLEGED DISCRIMINATORY PRACTICE, AND (2) ADVISING OF THE PROCEDURAL RIGHTS AND OBLIGATIONS OF A RESPONDENT UNDER THIS CHAPTER. THE RESPONDENT MAY file a written answer to the complaint under oath with the commission within fifteen days of receipt of the complaint, PROVIDED THE ANSWER TO ANY COMPLAINT ALLEGING A VIOLATION OF SECTION 5 OF THIS ACT MAY BE FILED WITHIN TEN DAYS OF RECEIPT. The chairman of the commission shall refer the same to a commissioner or investigator to investigate and determine if there is reasonable cause for believing that a discriminatory practice has been or is being committed as alleged in the complaint. The commission may conduct fact-finding conferences during the investigatory process for the purpose of finding facts and promoting the voluntary resolution of complaints. As used in this section and section 46a-84, as amended by section 5 of [this act] PUBLIC ACT 89-332, reasonable cause means a bona fide belief that the material issues of fact are such that a person of ordinary caution, prudence and judgment could believe the facts alleged in the complaint.

Sec. 11. Subsection (c) of section 46a-86 of the general statutes is repealed and the following is substituted in lieu thereof:

(c) In addition to any other action taken hereunder, upon a finding of a discriminatory practice prohibited by section 46a-58, 46a-59, 46a-64, AS AMENDED BY SECTION 3 OF THIS ACT, or [46a-64a] SECTION 5 OF THIS ACT, the presiding officer shall determine the damage suffered by the complainant, which damage shall include but not be limited to the expense incurred by the complainant for obtaining alternate housing or space, storage

of goods and effects, moving costs [, attorney's fees] and other costs actually incurred by him as a result of such discriminatory practice AND SHALL ALLOW REASONABLE ATTORNEY'S FEES AND COSTS.

Sec. 12. Subsection (b) of section 46a-89 of the general statutes is repealed and the following is substituted in lieu thereof:

(b) (1) Whenever a complaint is filed with or by the commission pursuant to section 46a-82 alleging a violation of section 46a-64, AS AMENDED BY SECTION 3 OF THIS ACT, or [46a-64a] SECTION 5 OF THIS ACT concerning the sale or rental of [housing accommodations] A DWELLING or commercial property, and a commissioner believes upon review and the recommendation of the investigator assigned, that equitable relief is required OR THAT THE IMPOSITION OF PUNITIVE DAMAGES OR A CIVIL PENALTY WOULD BE APPROPRIATE, the commissioner may bring a petition [in equity] in the superior court in the judicial district in which the discriminatory practice which is the subject of the complaint occurred or in the judicial district in which the respondent resides.

(2) The petition shall (A) seek appropriate injunctive relief against the respondent, including orders or decrees restraining and enjoining him from selling or renting to anyone other than the complainant or otherwise making unavailable to the complainant any [housing accommodations] DWELLING or commercial property with respect to which the complaint is made, pending the final determination of proceedings on such complaint, or (B) seeking an award of [double] damages based on the [findings made] REMEDIES AVAILABLE under section [46a-86] 46a-86c AND AN AWARD OF PUNITIVE DAMAGES PAYABLE TO THE COMPLAINANT, not to exceed [three] FIFTY thousand dollars, or (C) SEEKING A CIVIL PENALTY PAYABLE TO THE STATE AGAINST THE RESPONDENT TO VINDICATE THE PUBLIC INTEREST: (i) IN AN AMOUNT NOT EXCEEDING TEN THOUSAND DOLLARS IF THE RESPONDENT HAS NOT BEEN ADJUDGED TO HAVE COMMITTED ANY PRIOR DISCRIMINATORY HOUSING PRACTICE; (ii) IN AN AMOUNT NOT EXCEEDING TWENTY-FIVE THOUSAND DOLLARS IF THE RESPONDENT HAS BEEN ADJUDGED TO HAVE COMMITTED ONE OTHER DISCRIMINATORY HOUSING PRACTICE DURING THE FIVE-YEAR PERIOD PRIOR TO THE DATE OF THE FILING OF THIS COMPLAINT; AND (iii) IN AN AMOUNT NOT EXCEEDING FIFTY THOUSAND DOLLARS IF THE RESPONDENT HAS BEEN ADJUDGED TO HAVE COMMITTED TWO OR MORE DISCRIMINATORY HOUSING PRACTICES DURING THE SEVEN-YEAR PERIOD PRIOR TO THE DATE OF THE FILING OF THE COMPLAINT; EXCEPT THAT IF THE ACTS CONSTITUTING THE DISCRIMINATORY HOUSING PRACTICE THAT IS THE OBJECT OF THE COMPLAINT ARE COMMITTED BY THE SAME NATURAL PERSON WHO HAS BEEN PREVIOUSLY ADJUDGED TO HAVE COMMITTED ACTS CONSTITUTING A

DISCRIMINATORY HOUSING PRACTICE, THEN THE CIVIL PENALTIES SET FORTH IN SUBPARAGRAPHS (ii) AND (iii) MAY BE IMPOSED WITHOUT REGARD TO THE PERIOD OF TIME WITHIN WHICH ANY SUBSEQUENT DISCRIMINATORY HOUSING PRACTICE OCCURRED OR (D) seeking [both] TWO OR MORE OF THESE remedies.

(3) Upon service on the respondent of notice pursuant to section 46a-89a, the respondent shall be temporarily restrained from selling or renting the [housing accommodations] DWELLING or commercial property which [are] IS the subject of the complaint to anyone other than the complainant until the court or judge has decided the petition for temporary injunctive relief, and the notice shall so provide.

Sec. 13. Subsection (b) of section 46a-90a of the general statutes is repealed and the following is substituted in lieu thereof:

(b) When the hearing officer finds that the respondent has engaged in any discriminatory practice prohibited by section 46a-60, 46a-64, AS AMENDED BY SECTION 3 OF THIS ACT, or [46a-64a] SECTION 5 OF THIS ACT and grants relief on the complaint, which relief requires that such temporary injunction remain in effect, the commission chairperson may, through the procedure outlined in subsection (a) of section 46a-95, petition the court which granted the original temporary injunction to make the injunction permanent.

Sec. 14. Section 46a-98a of the general statutes is repealed and the following is substituted in lieu thereof:

[In lieu of, but not in addition to, filing and pursuing a complaint with the commission on human rights and opportunities pursuant to section 46a-82, any] ANY person claiming to be aggrieved by a violation of section [46a-64a] 5 OF THIS ACT OR BY A BREACH OF A CONCILIATION AGREEMENT ENTERED INTO PURSUANT TO THIS CHAPTER, may bring an action in the superior court, or the housing session of said court if appropriate WITHIN ONE YEAR OF THE DATE OF THE ALLEGED DISCRIMINATORY PRACTICE OR OF A BREACH OF A CONCILIATION AGREEMENT ENTERED INTO PURSUANT TO THIS CHAPTER. NO ACTION PURSUANT TO THIS SECTION MAY BE BROUGHT IN THE SUPERIOR COURT REGARDING THE ALLEGED DISCRIMINATORY PRACTICE AFTER THE COMMISSION HAS OBTAINED A CONCILIATION AGREEMENT PURSUANT TO SECTION 46a-83, AS AMENDED BY SECTION 10 OF THIS ACT, OR COMMENCED A HEARING PURSUANT TO SECTION 46a-84, EXCEPT FOR AN ACTION TO ENFORCE THE CONCILIATION AGREEMENT. The court shall have the power to grant relief, by injunction or otherwise, as it deems just and suitable. In addition to the penalties provided for under subsection [(c)] (g) of section [46a-64a] 5 OF THIS ACT, the court may grant any

relief which a hearing officer may grant in a proceeding under section 46a-86, AS AMENDED BY SECTION 11 OF THIS ACT, or which the court may grant in a proceeding under section 46a-89, AS AMENDED BY SECTION 12 OF THIS ACT. THE COMMISSION, THROUGH ITS COUNSEL OR THE ATTORNEY GENERAL, MAY INTERVENE AS A MATTER OF RIGHT IN ANY ACTION BROUGHT PURSUANT TO THIS SECTION.

Sec. 15. Section 46a-64a of the general statutes is repealed.

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

ANNA MCNEIL, et al.,

Plaintiffs

v.

YALE UNIVERSITY, et al.,

Defendants.

**CIVIL ACTION NO:
3:19-cv-00209 (VAB)**

MAY 29, 2019

**AFFIDAVIT IN SUPPORT OF
340 ELM, LLC'S MOTION TO DISMISS**

I, Jesse Horsford, declare:

1. I am the sole member of 340 Elm, LLC, a named defendant in the above-entitled action.
2. I have been the sole member of 340 Elm, LLC since it was incorporated on July 5, 2016.
3. I am authorized to execute this affidavit on behalf of 340 Elm, LLC.
4. 340 Elm, LLC is a limited liability company with a principal place of business located in North Haven, Connecticut.
5. In 2016 340 Elm, LLC purchased a duplex located at 340-342 Elm Street, New Haven, CT (the "Property").
6. 340 Elm, LLC does not own any other properties.
7. The Property consist of two residences, which collectively have eight bedrooms.
8. Both 340 Elm Street and 342 Elm Street consist of several bedrooms, a living room, kitchen area, shared bathrooms and other communal space.


9. At the time 340 Elm, LLC purchased the Property, it was already occupied by Yale students, none of whom were members of a fraternity.
10. At the end of the 2016-2017 lease term, extensive renovations began on the Property, and it was not rented again until June 2018.
11. The Farnam Realty Group, LLC was retained by 340 Elm, LLC to act as 340 Elm, LLC's agent for the purpose of leasing and performing landlord functions at the 340 Elm Property (The Farnam Realty Group, LLC and 340 Elm, LLC will be referred to throughout this affidavit, interchangeably as "340 Elm, LLC").
12. In June 2018, the 340 Elm Property was rented for a 2018-2019 lease term to nine tenants who approached 340 Elm, LLC as two groups.
13. A true and correct copy of the 2018-2019 340 Elm Property leases are attached to this affidavit as **Exhibit A**.
14. The 2018-2019 lease term ran from June 1, 2018 to May 31, 2019.
15. These nine individuals who entered into 2018-2019 leases for the 340 Elm Property reported themselves to be members of Alpha Kappa Delta ("Kappa Delta"), the Yale Chapter of the Chi Psi fraternity.
16. 340 Elm, LLC was approached by several groups interested in leasing the 340 Elm Property for the 2018-2019 year.
17. One such group of prospective tenants for the 2018-2019 year included the Yale Women's Volleyball Team (*see* **Exhibit B** to this affidavit).
18. Ultimately, the decision to lease the 340 Elm Property to these tenants who are allegedly members of Kappa Delta/Chi Psi was made solely based on those particular tenants'

abilities to afford and/or willingness to pay the amount of rent being charged for the Property.

19. Two leases have been executed for the 2019-2020 lease term, to begin June 1, 2019 and extend through May 31, 2020.
20. A true and accurate copy of 2019-2020 340 Elm Property leases are attached hereto as **Exhibit C** to this affidavit.
21. The individuals who executed the 2019-2020 leases also reported themselves to be members of Kappa Delta/Chi Psi.
22. During the time that 340 Elm, LLC owned the Property, none of the named plaintiffs, nor any groups identifying themselves as members of Engender approached 340 Elm, LLC about leasing the Property.
23. 340 Elm, LLC does not have any contract, relationship, dealings or connection with Kappa Delta, Chi Psi, or any of the other defendants named in the plaintiffs' complaint, other than allegedly leasing the 340 Elm Property to these reported members of Kappa Delta/Chi Psi for the 2018-2019 lease term, and prospectively the 2019-2020 lease term.
24. 340 Elm, LLC did not rent the Property to Kappa Delta or Chi Psi for use as a "fraternity house," and, indeed, there is no lease arrangement at all with those fraternities.
25. 340 Elm, LLC rented the Property to nine individuals who each executed leases for 2018-2019 and 2019-2020 calendar years.
26. 340 Elm, LLC has never denied a prospective tenant the opportunity to rent the Property because of their gender or their (lack of) relationship to Kappa Delta or Chi Psi.
27. 340 Elm, LLC does not manage the house for Kappa Delta's and Chi Psi Fraternity's mutual benefit.

28. 340 Elm, LLC did not agree that the Property would be used as a “fraternity house.”
29. 340 Elm, LLC did not agree that the units in the Property would be solely made available to men, or that men would receive priority in renting units at the Property.
30. 340 Elm, LLC is unaware of any discriminatory behavior of the individual tenants it has leased the Property to.
31. 340 Elm, LLC is unaware of any discriminatory behavior of Kappa Delta or Chi Psi other than the general allegations asserted by the plaintiffs in this action.

CERTIFICATION



Jesse Horsford

Subscribed and sworn to me this 29th day of May, 2019.



Commissioner of the Superior Court/Notary Public

EXHIBIT A

The Farnam Group

982 State Street • New Haven, CT 06511
(203) 571-1924



1. Lease Agreement

1.1 BASIC INFORMATION

This Lease Contract is between you, the undersigned resident(s):

[REDACTED]

and us, the owner/agent:

The Farnam Group

You have agreed to rent the property located at

340 Elm Street - 1
New Haven, CT 06511

for use as a private residence only. The terms "you" and "your" refer to all residents listed above.

The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

1.2 TENANT INFORMATION

[REDACTED]

Financially Responsible

[REDACTED]

Financially Responsible

[REDACTED]

Financially Responsible

[REDACTED]

Financially Responsible

[REDACTED]

Date of Birth: _____

SSN: _____

Co-Signer(s), if applicable:

1.3 ADDITIONAL OCCUPANTS

Additional Authorized Occupant(s), if applicable:

1.4 LEASED PREMISES

340 Elm Street
New Haven, CT 06511

1.5 TERM OF LEASE

06/01/2018 to 05/31/2019

1.6 RENT

Monthly Rent: \$5,050.00

Total Rent for Lease Term: \$60,600.00

Security Deposit:

\$5,050.00

Pet, parking, or other monthly charges:





1.7 AGREEMENT

You, and we, agree that this Lease and its attachments set forth our entire agreement. Neither you, nor we, shall claim that the other has made any other promise or agreement unless the promise or agreement is in writing and signed by the party making the promise or agreement after date of this lease. The co-signer agrees to all aspects of this lease in the event that the Lessee defaults on his or her obligations.

1.8 BINDING EFFECT

The agreement in this lease shall be binding upon and benefit us, and you, and our and your respective successors, heirs, executors, administrators, and assigns.

By initialing below, you acknowledge and agree to the terms in Section 1.

X  X  X  X 

2. Terms and Responsibilities

2.1 DEFINITIONS

In this lease, the following words in this Definitions section have the meanings, which follow them:

YOU, YOUR, and TENANT: The person signing this lease as Tenant and any other person occupying the dwelling with our permission.

WE, OUR, US and LANDLORD: The person or agent signing this Lease as Landlord and anyone who becomes the owner of the dwelling after the date this Lease is signed and still in effect.

2.2 GENERAL TERMS

1. Pets are an important consideration for tenant and landlord alike. Pets are not permitted at the time of move-in or at any time that this lease is in effect without our prior written authorization, which may be reasonably withheld. Should we determine that you are allowed to keep or acquire any pets, you will be required to sign a Pet Addendum to this Lease and pay a monthly Pet Fee as specified. You have disclosed to us that you have or intend to have the following pets:
2. If you or any occupant are currently or should later enlist in the military service while occupying this unit you must notify us in writing immediately.
3. Tenant has inspected all smoke detectors in the unit and has found them to be in good working condition and agrees not to tamper with them and if said detectors become in need of repair Tenant agrees to contact the Landlord in writing of their disrepair. Tenant shall be responsible to replace batteries as needed.
4. Tenant understands and covenants that taking occupancy of this leased unit makes them the controlling factor of this unit and does by this action take full responsibility of upkeep and compliance with all state federal and local codes. Tenant agrees to contact the Landlord in writing of any noncompliance.
5. The taking possession of the leased premises shall be conclusive evidence that the tenant has examined the unit and building that the unit is in, with all common areas, and that they were in good condition at the time of occupancy.
6. Tenant agrees to insure (Tenants Insurance) against all losses that may occur to him or herself or visitors or occupants, and name the Landlord as additional insured on the policy. Tenant agrees to hold Landlord harmless from any and all losses to tenant resulting from tenant's lack of obtaining such insurance.
7. In the event environmental conditions are found to exist at the premises and the health and safety of the occupants is determined to be in jeopardy, the Lessee agrees to vacate the premises and this lease will become null and void.
8. Landlord agrees to comply with their responsibilities imposed by Connecticut Law to the extent that such responsibilities have been permissibly imposed upon the tenant elsewhere herein.

2.3 TENANT RESPONSIBILITIES

Tenant agrees to the following terms:

1. We may access your unit upon 24-hours' notice for the purpose of examining the unit, to show the unit to prospective tenants or buyers and to make repairs. We may access your unit without notice in an emergency or to cure a defect that requires immediate attention or further damage will be caused. We strongly recommend that you adjust your schedule to be present when we access your unit.
2. At the termination of this lease, you agree to clean the appliances, leave the unit clean and in the same condition as when you moved in reasonable wear and tear excepted.
3. You agree to leave behind any fixture added to this unit. A fixture is anything that is attached to a wall, door, or other surface of the unit.
4. You agree not to leave behind rubbish or furniture when vacated.
5. If the unit is a single family residence, you agree to provide and maintain appropriate receptacles for the removal of rubbish and other waste. In a multi-family residence, you agree to remove all rubbish and other waste to the receptacles provided by us. You agree not to leave rubbish or other waste on grounds, in front of or next to containers or in any other areas of parking lots.
6. You agree to abide by any responsibility placed upon you by all state, federal, and local codes including fire codes.
7. You agree not to store any type of grill or cooking device on your deck or patio, or within 10 feet of the building.
8. You agree not to add to or remove fixtures or other improvements from the property without the Landlord's permission.
9. You agree not to park cars or place other apparatus in an area not designated for such use. Cars will be towed at car owner's expense if parked in an unauthorized or undesignated area. Valid tenant permit must be displayed at all times.
10. You agree to keep apartment clean, neat, and safe. To perform at a minimum monthly cleaning of tub, shower, sink, toilet and bathroom tiles to prevent the buildup of mold and mildew. We will not be responsible for the build of mold and mildew caused by your lack of diligence to keep the unit clean and sanitary. If we are notified that you do not clean, the bathroom will be cleaned and you will be fined for each occurrence.

11. You agree to avoid disturbing your neighbors' quiet enjoyment of their dwellings and to require other individuals in your dwelling to do the same.
12. You agree not to use or allow use of a waterbed in the dwelling without our prior written consent.
13. You agree to replace light bulbs within the apartment as needed.
14. You agree not to keep anything in windows except for curtains or blinds. Flags, blankets, sheets, stickers, posters, etc. are not permitted at any time.
- ~~15. You agree not to smoke any tobacco products within the common areas or to dispose of waste on property grounds. Not to use, or allow visitors to use, illegal drugs or in the apartment, the building or anywhere on the property nor drink alcohol in common areas or on property grounds. The use or sale of illegal drugs on the premises will subject the tenant to immediate eviction.~~
16. Holding Over: You have no right to remain in the Dwelling after this lease ends without the prior express written consent of the landlord. If you remain in the Dwelling without our written consent past the term of this Lease and we have not otherwise terminated your tenancy by the service of a notice to Quit, this lease shall be automatically renewed for the term of one month and the rent shall be increased by 15%. The landlord will also have the right to further fair and equitable rent increases upon written notice to you for subsequent months as provided under CT law. You will otherwise remain subject to all of the other terms and conditions in this lease.
17. You must provide us with notice of your intent to vacate the premises or of your intent to apply for a renewal of your lease 6 months in advance. You understand that if you vacate during the term of your lease you will be responsible for the rental balance of your lease. You agree that during said 6 month period we may enter your apartment upon 24 hours notice to show the premises to prospective tenants even if you are negotiating for a new lease term. You understand and agree that your failure to provide us with this notice will cause us to incur damages. Since said damages cannot be determined you agree to pay as liquidated damages an amount equal to one-month's rent for your failure to provide us with timely notice and/or your failure to allow access. You further authorize us to deduct the liquidated damages from your security deposit, should you fail to pay them to us before vacating.
18. You agree that if your toilets and sinks are within your exclusive control and if they become clogged due to your irresponsible use you may be charged for the maintenance or professional plumber service required.
19. You agree not to paint any walls without prior approval from the Property Manager. If you do not comply you will be charged a painting fee of \$200 per room. (If walls are not repainted to original color, you will be charged \$800 from your security deposit to cover the repainting costs - per original lease)
20. You agree not to sublease, release or allow any additional occupants to reside in the premises without our prior written authorization; which authorization may be reasonably withheld.
21. Tenant shall pay landlords costs and expenses to enforce the lessee, including attorney fees.
22. Renter's Insurance is strongly encouraged at the time of lease signing, as the owner is not responsible for the loss of personal property nor the damage of personal property.
23. If you add a roommate or other adult occupant to your lease, you will be subject to an additional \$200.00 monthly fee. You must notify the landlord if anyone takes occupancy in your unit. If you do not notify the landlord, and it is discovered, you will be in violation of your lease.
24. You agree not to keep washers or dryers in any apartments whether installed or portable without our prior written consent. Tenant agrees that the use of washers and dryers in the building laundry, if any, is undertaken at the tenant and occupant's own risk, and that the landlord will not be responsible for any loss or damage to clothing or other property as a result of use of washers and dryers.
25. Tenant may install one air conditioning unit in apartment of 7000 BTUs if apartment does not have central air conditioning. No air conditioners may be installed in windows facing the street side of the building.
26. Tenant agrees not to change any locks, and tenant agrees that a fee of \$500 will be withheld from security deposit if locks are changed.

2.4 OTHER TERMS

Severability Clause: In the event any clause in this lease should be found to be unenforceable then that clause alone shall be deemed defective from this lease and the rest of this lease will remain in force.





In the event that the monthly payment is not received within 9 days after the due date for payment, or you fail to comply with any other of the terms of this lease, we will commence legal procedures as prescribed by law. In such event, you will be responsible pay the reasonable costs of sheriff, court, lawyer, mover, administration, and collections.

The tenant agrees that this is and shall be subject and subordinate to all mortgages now or to be placed on the property. This clause shall be self-operative.

In the event the premises are damaged or destroyed by fire or other disaster or acquired for public use, then this lease, at the option of the Landlord, shall cease and terminate and the tenant will have no claim for damages.

This dwelling unit you are renting does not have a fire sprinkler system.

By initialing below, you acknowledge and agree to the terms in Section 2.

X  X  X  X 

3. Financial Addendum

3.1 ACCEPTED METHODS OF PAYMENT

Cash is not accepted for any payment.

- Bank Checks and Money Orders may be used for all payments.
- Personal Checks may be used for all payments subject to the limitations below.
- Credit Cards are subject to a 3.0% convenience charge.

3.2 FIRST MONTH'S RENT AND SECURITY DEPOSIT

- No personal checks are accepted unless tenant has a qualifying credit score.
- First month's rent and security deposit **must be separate payments**, i.e., two separate bank checks, etc., because deposits and rents go into separate bank accounts.
- The security deposit and first month's rent must be paid upfront, **prior to getting my keys and moving in**.

3.3 MONTHLY RENT PAYMENTS-AFTER MOVE IN

- Personal Checks are accepted
- Credit card payments are subject to a 3.0% convenience charge.

I understand that my check must be written to the correct LLC, which is [REDACTED]

No checks or payments should be made out to The Farnam Realty Group.

I understand that if my payment is made payable to an incorrect entity, **it will not be accepted and sent back to me. If this then makes my rent late, I will be responsible for paying a \$75.00 late fee.**

3.4 LATE PAYMENT POLICY

Monthly payments are due the 1st day of each month. **If not paid by the 10th day of the month, an additional \$75 late fee will be charged.** Please Note: rental payments must be received by the 10th of the month, not postmarked by the 10th of the month.

I understand that if my rent is not received by the 15th of the month, I may be issued a "Notice to Quit", which will result in an additional \$75.00 fee.

3.5 BOUNCED CHECK (OR NON-SUFFICIENT FUNDS) POLICY

All checks returned unpaid by your financial institution due to non-sufficient funds are subject to a **\$75.00 non-sufficient funds fee** and must be replaced promptly, along with the \$75.00 fee, by **money order, credit card or certified cashier's check**. In the event that a check is returned unpaid due to non-sufficient funds during your tenancy, **all future rental payments must be made by money order, credit card or certified cashier's check.**

3.6 LOCK-OUT POLICY

If you lose your keys, or lock them in your apartment, car, or other location and need a Farnam Realty Group employee to help you re-gain access to your apartment, **you will be charged \$150.00 for a Lockout fee. This fee *must* be paid at the time of service.**

3.7 UTILITIES INCLUDED

The following utilities will be **included** in your monthly rent charge, and will not incur any extra charges per this agreement:

water and sewer

By initialing below, you acknowledge and agree to the terms in Section 3.

X [REDACTED] X [REDACTED] X [REDACTED] X [REDACTED]

4. Lease Termination Policy

4.1 LEASE TERMINATION POLICY

I, [REDACTED] hereby acknowledge, that I am responsible for the entire value \$60,600.00 of this lease.

In the event that I need to move out before the end of my lease, I understand that I have two options for ending my financial responsibility:

- Option 1:

I may find a new tenant to take over the balance of my lease/financial obligation.

I understand that this tenant must be approved by the landlord/property manager to a viable replacement option.

I understand that I am financially responsible until the replacement tenant signs a lease and moves in. Any amount of lost rent during this time of transition is my financial responsibility.

In the even that I find my own replacement tenant, I agree to pay an administrative fee of \$250.00 to The Farnam Realty Group.

- Option 2:

I may use The Farnam Realty Group to help find a replacement tenant for a fee equal to one month's rent, \$5,050.00. I understand that I am still financially responsible during the time that a replacement tenant is being sought and that I must continue to pay rent until the new tenant signs a new lease and moves in. Any amount of lost rent during this time of transition is my financial responsibility.

4.2 SALE OF UNIT

In the event that the Dwelling (building, house, condo, etc) that I am living in is to be sold, I understand that I will comply completely with any showings, and will remove myself from the unit during these times.

By initialing below, you acknowledge and agree to the terms in Section 4.

X [REDACTED] X [REDACTED] X [REDACTED] X [REDACTED]

5. Environmental & Safety Procedures

5.1 TENANT OBLIGATIONS

[REDACTED] (owner) and The Farnam Realty Group LLC (manager), collectively acting as "Landlord", wish to make sure that your apartment and building are maintained in safe condition. We request you confirm your receipt, understanding, and agreement to comply with the following procedures regarding your safety and the safety of other tenants. The term I (and/or "we") refer to the person(s) signing the lease and/or the person(s) occupying the apartment or visiting the apartment on a regular basis:

I (we) understand that fireplaces are **not** to be used. In the interest of fire safety, most fireplace flues (chimneys) have been blocked in order to prevent use. Fireplaces are cosmetic only. I (we) understand that failure to comply with this restriction will represent a breach under the lease, and that I (we) are responsible for any resulting damage (or liability claims) incurred by Landlord or other tenants.

We require that all tenants carry a policy for "Tenant's / Renter's Insurance with Liability Coverage" to protect their property and themselves for damages or financial claims arising for reasons other than gross-negligence by the Landlord. Your property is not covered

under the Landlord's insurance. Such policies can also provide financial protection in the event that you inadvertently create damage or liability to the property of landlord or others.

Smoking is not allowed in the units, unless you provide evidence of "Renter's Insurance".

I (we) acknowledge that the building and our apartment have a potential to contain surfaces painted with **lead paint** (like almost every other building built in the 1970's or earlier). Lead paint is known to present a severe and significant health hazard to **children under eight** years of age if consumed, inhaled, or otherwise absorbed into the body. I (we) acknowledge receipt of the EPA Booklet "*Protect Your Family From Lead In Your Home*" and agree to read the booklet prior to taking occupancy.

I (we) recognize that the Landlord attempts to maintain paint in a condition which is not cracked, peeling, or otherwise presenting a risk of ingestion. Should I (we) notice **cracked, peeling, or chipped paint in my apartment at any time when a child under eight** is living (per my lease) or visiting for an extended (or repeated) time(s), I (we) will immediately notify the managing agent. I (we) recognize that this notification allows the Landlord to immediately take actions to eliminate any potential risk to the health of a child arising from a deteriorated paint condition.

I (we) recognize that removal of **batteries** from any **smoke detectors** in my apartment and/or any common areas shall constitute a breach under the lease on my (our) behalf. I (we) agree to notify the Landlord immediately of any smoke detectors of which I (we) become aware are inoperable for any reason. Landlord, not the tenant, is responsible for the cost of these repairs

Cooking or Gas Grills are not to be used on fire-escapes, balconies, porches or within 10 feet of the building.





~~I (we) agree that the basement areas are only to be used for the purposes of laundry and storage, and only within the designated areas as applicable. Entry into any other area or using the basements for any other use will be considered a willful violation (by you) of the lease terms.~~

I (we) agree that we shall **not lock or obstruct any window grates** or metal window screens which, in violation of local fire laws, could slow down or prevent my exit from the apartment in the event of emergency. I (we) recognize that the landlord has the right to cut any locks.

Mold is an inherent condition when materials such as wall-board, plaster, or insulation are exposed to moisture for an extended period of time. Tenant will bring to the immediate attention of the Landlord, in writing, of any known or suspected areas of mold in the apartment or building. Tenant(s) agree that Landlord is not responsible for control of mold, nor liable for any allergies or reactions created when it occurs, unless such allergies or reactions occur due to the strict and absolute negligence of the Landlord. Tenant explicitly releases Landlord from any claims for damage, injury, allergies, impairment or discomfort caused, or thought to be caused by mold, unless Landlord is grossly negligent in correcting a mold "problem" brought to their attention by tenant. Tenants are specifically required to maintain and ventilate their bathrooms and kitchens in a condition, through periodic cleaning with proper (and readily available) bathroom and tile cleaners such that topical surface mold is prevented from any form of growth (example: *Tilex* once a week, or as needed).

If I (we) become aware of any such conditions that are creating mold I will notify the Property Manager in writing.

By initialing below, you acknowledge and agree to the terms in Section 5.

X  X  X  X 

6. Move Out Schedule

6.1 SAMPLE REPLACEMENT CHARGES

If any items are missing or damaged to the point that they must be replaced when you move out, you will be charged for the current cost of the item, plus labor and service charges. A representative list of charges is set forth below. These are listed average prices. If the Owner incurs a higher cost, you will be responsible for paying the higher cost.

Please note this is not all inclusive, and you can be charged for items that are not listed here.

Example Charges for Move-Out Services

Window Glass	\$180.00 each
Window Screen	\$60.00 each
Mailbox Keys	\$50.00 each key
Door Keys	\$150.00 each key and lock
Refrigerator Racks/ Shelves	\$60.00 each
Mirror/medicine cabinet	\$100.00 each
Doors	\$150.00 each

Light Fixtures	\$75.00 each
Countertop replacement	\$250.00 each

Cleaning and Repair Charges

If prior to moving out, you do not clean the unit and leave the items listed below in satisfactory working order, the following charges will be deducted from your security deposit, or be owed to us if your security deposit is insufficient to cover charges.

You will be charged not less than the listed amount for each instance in which a listed item must be cleaned or repaired.

The prices given below are average prices only. If the owner incurs a higher cost for cleaning or repairing an item, you will be responsible for paying the higher cost.





Please note that this is not an all-inclusive list: You can be charged for cleaning or repairing items that are not on the list.

Tenant will provide documentation from a qualified chimney inspector that the chimney is clean and ready for use upon vacating the unit. Tenant shall bear all cost of inspection and cleaning.

Examples for Cleaning and Repair Charges

Kitchen Cleaning		Miscellaneous	
Sink	\$15.00	Carpets cleaned	\$125.00 per room
Cabinets	\$50.00	Carpets repaired	\$200.00 per room
Backsplash	\$50.00	Carpets replaced	\$500.00 or more
Countertops	\$15.00	Banister	\$250.00
Flooring	\$25.00	Holes in wall	\$75.00 per hole
Refrigerator	\$50.00	Fireplaces	\$175.00
Oven	\$50.00	Hardwood Floors	\$100.00 per room
Walls	\$50.00	Window Sills	\$15.00 each
Bathroom Cleaning		Trash Removal	\$250.00 per large item, \$100.00 per trash bag left
Toilet	\$25.00	Painting Fee	\$800 per room
Tub/Shower	\$35.00		
Sink	\$15.00		
Floors	\$35.00		
Walls	\$50.00		

By initialing below, you acknowledge and agree to the terms in Section 6.

X  — X  — X  — X 

7. Garbage & Recycling Procedures

7.1 GARBAGE & RECYCLING PROCEDURES

Please read the following garbage and recycling policies that apply to your unit:

- **Multi-Family House (6 units or less):**
 - The City of New Haven is responsible for your trash. The house will be supplied with blue, generic trash bins. These bins are emptied by the city, but it is the tenant's responsibility to move the bins to the street each trash day. **The tenant will be charged a \$25 fee each time the bins are left unemptied.**
 - Please go to this website to find out what day your trash is picked up: <http://www.cityofnewhaven.com/PublicWorks/index.asp>
- **Apartment Building and Complexes with more than 6 units:**
 - A larger dumpster will be on the property for all units to access. These dumpsters are only to be used for household trash, not any bulk furniture.
- **Recycling**

- The owner of your building does not supply recycling services.
- However, we do encourage you to contact the City of New Haven Public Works Department as they will issue you a recycling bin. If interested, please call 203-946-8200.

I, [REDACTED] understand that I am not permitted to leave bulk trash, e.g., furniture, appliances, electronics and other unwanted items:

- In the apartment
- On the curb
- In or beside a dumpster
- In the front of or behind my building/ house
- In the hallway
- In the basement of my building/house

You must arrange with the town directly and several months in advance, because there is a waiting list for a "Bulk Trash" pick up.

If you leave any items of trash behind, you will be charged:

- \$100 for every trash bag that is not in a trash can or in a dumpster.
- \$250 for every piece of furniture or other unwanted item

If for some reason the dumpster is full, please call your property manager at the office 203-671-1924, to discuss the details.

By initialing below, you acknowledge and agree to the terms in Section 7.

X [REDACTED] X [REDACTED] — X [REDACTED] — X [REDACTED] —

8. Change of Utilities

8.1 TENANT RESPONSIBILITY

water and sewer

The above utilities are included in the monthly rent charge, and will not incur any extra charges.

8.2 UTILITY CHANGEOVER

I, [REDACTED], give permission to The Farnam Realty Group to change the utilities over to my name if I do not do so by move-in date.

8.3 UNITED ILLUMINATING

*United Illuminating 1-800-722-5584

Tenant Pays as of 06/01/2018

Meter # _____

Account # _____

8.4 SOUTHERN CONNECTICUT GAS

*Southern Connecticut Gas 1-800-659-8299

Tenant Pays as of 06/01/2018

Meter # _____

Account # _____

By initialing below, you acknowledge and agree to the terms in Section 8.

X [REDACTED] — X [REDACTED] — X [REDACTED] — X [REDACTED] —

9. DISCLOSURE TO TENANT

9.1 DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor must disclose the present of known lead-based paint and/ or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

9.2 LESSOR'S DISCLOSURE

1. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) ☐ Known lead-based paint and/or lead-based hazards are present in the housing (explain)
- (ii) ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazard in the housing.

2. Record and reports available to the Lessor (check (i) or (ii) below):

- (i) ☐ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) ☐ Lessor has no reports or records pertain to lead based-paint and/or lead-based paint hazards in the housing.

9.3 LESSEE'S ACKNOWLEDGEMENT (INITIAL)

1. Lessee has received copies of all information listed above.
2. Lessee has received the pamphlet "Protect your Family from Lead in Your Home"

X [REDACTED] — X [REDACTED] — X [REDACTED] — X [REDACTED] —

9.4 LANDLORD'S ACKNOWLEDGE (INITIAL)

Landlord has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

9.5 CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

By initialing below, you acknowledge and agree to the terms in Section 9.

X [REDACTED] — X [REDACTED] — X [REDACTED] — X [REDACTED]



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

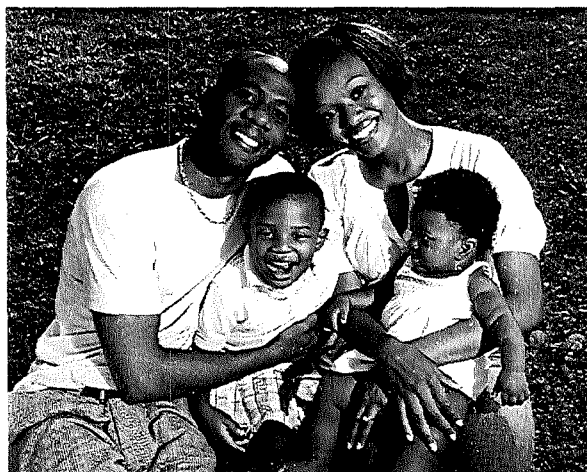
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

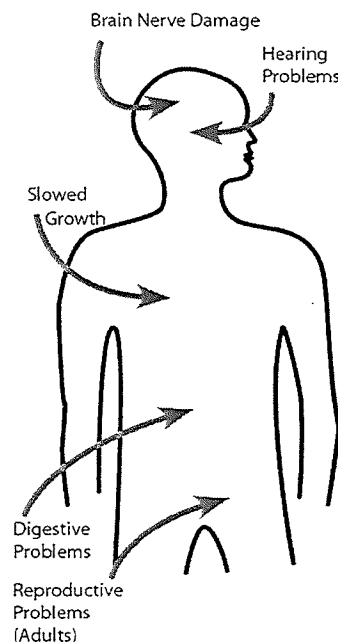
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally assisted, federally owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sampling bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing-or speech challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

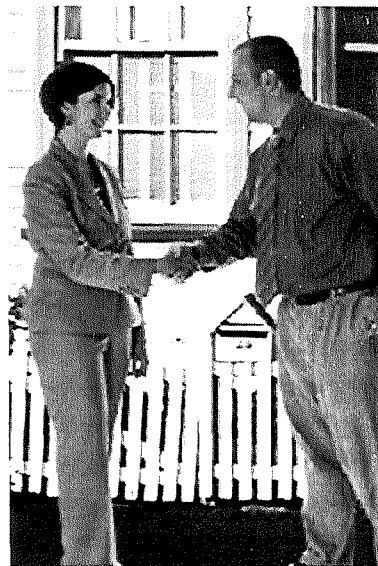
If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting, by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

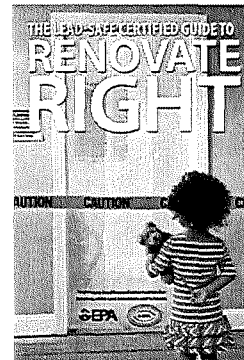
- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children, babies, and fetuses even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

The Farnam Group

982 State Street • New Haven, CT 06511
(203) 671-1924



10

protect_family_lead_2012.pdf

X [REDACTED] — X [REDACTED] — X [REDACTED] X [REDACTED]

The Farnam Group

982 State Street • New Haven, CT 06511
(203) 671-1924



11. Sign and Accept

11.1 LEASEE SIGNATURE

The co-signer agrees to all aspects of this lease in the event that the Lessee defaults on his or her obligations.

X

Lessee

X

X

Lessee

X

X

Lessee

The Farnam Group

982 State Street • New Haven, CT 06511
(203) 671-1924



1. Lease Agreement

1.1 BASIC INFORMATION

This Lease Contract is between you, the undersigned resident(s):

[REDACTED]

and us, the owner/agent:

The Farnam Group

You have agreed to rent the property located at

340 Elm Street - 2
New Haven, CT 06511

for use as a private residence only. The terms "you" and "your" refer to all residents listed above.

The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

1.2 TENANT INFORMATION

[REDACTED]
Financially Responsible [REDACTED]

[REDACTED]
Financially Responsible [REDACTED]

[REDACTED]
Financially Responsible [REDACTED]

[REDACTED]
Financially Responsible [REDACTED]

Date of Birth: _____

SSN: _____

Co-Signer(s), if applicable:

1.3 ADDITIONAL OCCUPANTS

Additional Authorized Occupant(s), if applicable:

1.4 LEASED PREMISES

340 Elm Street
New Haven, CT 06511

1.5 TERM OF LEASE

06/01/2018 to 05/31/2019

1.6 RENT

Monthly Rent: \$4,700.00

Total Rent for Lease Term: \$56,400.00

Security Deposit: _

\$4,700.00

Pet, parking, or other monthly charges:

1.7 AGREEMENT

You, and we, agree that this Lease and its attachments set forth our entire agreement. Neither you, nor we, shall claim that the other has made any other promise or agreement unless the promise or agreement is in writing and signed by the party making the promise or agreement after date of this lease. The co-signer agrees to all aspects of this lease in the event that the Lessee defaults on his or her obligations.

1.8 BINDING EFFECT

The agreement in this lease shall be binding upon and benefit us, and you, and our and your respective successors, heirs, executors, administrators, and assigns.

By initialing below, you acknowledge and agree to the terms in Section 1.

X [REDACTED] X [REDACTED] X [REDACTED] X [REDACTED]

2. Terms and Responsibilities

2.1 DEFINITIONS

In this lease, the following words in this Definitions section have the meanings, which follow them:

YOU, YOUR, and TENANT: The person signing this lease as Tenant and any other person occupying the dwelling with our permission.

WE, OUR, US and LANDLORD: The person or agent signing this Lease as Landlord and anyone who becomes the owner of the dwelling after the date this Lease is signed and still in effect.

2.2 GENERAL TERMS

1. Pets are an important consideration for tenant and landlord alike. Pets are not permitted at the time of move-in or at any time that this lease is in effect without our prior written authorization, which may be reasonably withheld. Should we determine that you are allowed to keep or acquire any pets, you will be required to sign a Pet Addendum to this Lease and pay a monthly Pet Fee as specified. You have disclosed to us that you have or intend to have the following pets:
2. If you or any occupant are currently or should later enlist in the military service while occupying this unit you must notify us in writing immediately.
3. Tenant has inspected all smoke detectors in the unit and has found them to be in good working condition and agrees not to tamper with them and if said detectors become in need of repair Tenant agrees to contact the Landlord in writing of their disrepair. Tenant shall be responsible to replace batteries as needed.
4. Tenant understands and covenants that taking occupancy of this leased unit makes them the controlling factor of this unit and does by this action take full responsibility of upkeep and compliance with all state federal and local codes. Tenant agrees to contact the Landlord in writing of any noncompliance.
5. The taking possession of the leased premises shall be conclusive evidence that the tenant has examined the unit and building that the unit is in, with all common areas, and that they were in good condition at the time of occupancy.
6. Tenant agrees to insure (Tenants Insurance) against all losses that may occur to him or herself or visitors or occupants, and name the Landlord as additional insured on the policy. Tenant agrees to hold Landlord harmless from any and all losses to tenant resulting from tenant's lack of obtaining such insurance.
7. In the event environmental conditions are found to exist at the premises and the health and safety of the occupants is determined to be in jeopardy, the Lessee agrees to vacate the premises and this lease will become null and void.
8. Landlord agrees to comply with their responsibilities imposed by Connecticut Law to the extent that such responsibilities have been permissibly imposed upon the tenant elsewhere herein.

2.3 TENANT RESPONSIBILITIES

Tenant agrees to the following terms:

1. We may access your unit upon 24-hours' notice for the purpose of examining the unit, to show the unit to prospective tenants or buyers and to make repairs. We may access your unit without notice in an emergency or to cure a defect that requires immediate attention or further damage will be caused. We strongly recommend that you adjust your schedule to be present when we access your unit.
2. At the termination of this lease, you agree to clean the appliances, leave the unit clean and in the same condition as when you moved in reasonable wear and tear excepted.
3. You agree to leave behind any fixture added to this unit. A fixture is anything that is attached to a wall, door, or other surface of the unit.
4. You agree not to leave behind rubbish or furniture when vacated.
5. If the unit is a single family residence, you agree to provide and maintain appropriate receptacles for the removal of rubbish and other waste. In a multi-family residence, you agree to remove all rubbish and other waste to the receptacles provided by us. You agree not to leave rubbish or other waste on grounds, in front of or next to containers or in any other areas of parking lots.
6. You agree to abide by any responsibility placed upon you by all state, federal, and local codes including fire codes.
7. You agree not to store any type of grill or cooking device on your deck or patio, or within 10 feet of the building.
8. You agree not to add to or remove fixtures or other improvements from the property without the Landlord's permission.
9. You agree not to park cars or place other apparatus in an area not designated for such use. Cars will be towed at car owner's expense if parked in an unauthorized or undesignated area. Valid tenant permit must be displayed at all times.
10. You agree to keep apartment clean, neat, and safe. To perform at a minimum monthly cleaning of tub, shower, sink, toilet and bathroom tiles to prevent the buildup of mold and mildew. We will not be responsible for the build of mold and mildew caused by your lack of diligence to keep the unit clean and sanitary. If we are notified that you do not clean, the bathroom will be cleaned and you will be fined for each occurrence.

11. You agree to avoid disturbing your neighbors' quiet enjoyment of their dwellings and to require other individuals in your dwelling to do the same.
12. You agree not to use or allow use of a waterbed in the dwelling without our prior written consent.
13. You agree to replace light bulbs within the apartment as needed.
14. You agree not to keep anything in windows except for curtains or blinds. Flags, blankets, sheets, stickers, posters, etc. are not permitted at any time.
15. ~~You agree not to smoke any tobacco products within the common areas or to dispose of waste on property grounds. Not to use, or allow visitors to use, illegal drugs or in the apartment, the building or anywhere on the property nor drink alcohol in common areas or on property grounds. The use or sale of illegal drugs on the premises will subject the tenant to immediate eviction.~~
16. Holding Over: You have no right to remain in the Dwelling after this lease ends without the prior express written consent of the landlord. If you remain in the Dwelling without our written consent past the term of this Lease and we have not otherwise terminated your tenancy by the service of a notice to Quit, this lease shall be automatically renewed for the term of one month and the rent shall be increased by 15%. The landlord will also have the right to further fair and equitable rent increases upon written notice to you for subsequent months as provided under CT law. You will otherwise remain subject to all of the other terms and conditions in this lease.
17. You must provide us with notice of your intent to vacate the premises or of your intent to apply for a renewal of your lease 6 months in advance. You understand that if you vacate during the term of your lease you will be responsible for the rental balance of your lease. You agree that during said 6 month period we may enter your apartment upon 24 hours notice to show the premises to prospective tenants even if you are negotiating for a new lease term. You understand and agree that your failure to provide us with this notice will cause us to incur damages. Since said damages cannot be determined you agree to pay as liquidated damages an amount equal to one-month's rent for your failure to provide us with timely notice and/or your failure to allow access. You further authorize us to deduct the liquidated damages from your security deposit, should you fail to pay them to us before vacating.
18. You agree that if your toilets and sinks are within your exclusive control and if they become clogged due to your irresponsible use you may be charged for the maintenance or professional plumber service required.
19. You agree not to paint any walls without prior approval from the Property Manager. If you do not comply you will be charged a painting fee of \$200 per room. (If walls are not repainted to original color, you will be charged \$800 from your security deposit to cover the repainting costs – per original lease)
20. You agree not to sublease, release or allow any additional occupants to reside in the premises without our prior written authorization; which authorization may be reasonably withheld.
21. Tenant shall pay landlords costs and expenses to enforce the lessee, including attorney fees.
22. Renter's Insurance is strongly encouraged at the time of lease signing, as the owner is not responsible for the loss of personal property nor the damage of personal property.
23. If you add a roommate or other adult occupant to your lease, you will be subject to an additional \$200.00 monthly fee. You must notify the landlord if anyone takes occupancy in your unit. If you do not notify the landlord, and it is discovered, you will be in violation of your lease.
24. You agree not to keep washers or dryers in any apartments whether installed or portable without our prior written consent. Tenant agrees that the use of washers and dryers in the building laundry, if any, is undertaken at the tenant and occupant's own risk, and that the landlord will not be responsible for any loss or damage to clothing or other property as a result of use of washers and dryers.
25. Tenant may install one air conditioning unit in apartment of 7000 BTUs if apartment does not have central air conditioning. No air conditioners may be installed in windows facing the street side of the building.
26. Tenant agrees not to change any locks, and tenant agrees that a fee of \$500 will be withheld from security deposit if locks are changed.

2.4 OTHER TERMS

Severability Clause: In the event any clause in this lease should be found to be unenforceable then that clause alone shall be deemed defective from this lease and the rest of this lease will remain in force.

In the event that the monthly payment is not received within 9 days after the due date for payment, or you fail to comply with any other of the terms of this lease, we will commence legal procedures as prescribed by law. In such event, you will be responsible pay the reasonable costs of sheriff, court, lawyer, mover, administration, and collections.

The tenant agrees that this is and shall be subject and subordinate to all mortgages now or to be placed on the property. This clause shall be self-operative.

In the event the premises are damaged or destroyed by fire or other disaster or acquired for public use, then this lease, at the option of the Landlord, shall cease and terminate and the tenant will have no claim for damages.

This dwelling unit you are renting does not have a fire sprinkler system.

By initialing below, you acknowledge and agree to the terms in Section 2.

X  X  X  X 

3. Financial Addendum

3.1 ACCEPTED METHODS OF PAYMENT

Cash is not accepted for any payment.

- Bank Checks and Money Orders may be used for all payments.
- Personal Checks may be used for all payments subject to the limitations below.
- Credit Cards are subject to a 3.0% convenience charge.

3.2 FIRST MONTH'S RENT AND SECURITY DEPOSIT

- No personal checks are accepted unless tenant has a qualifying credit score.
- First month's rent and security deposit must be separate payments, i.e., two separate bank checks, etc., because deposits and rents go into separate bank accounts.
- The security deposit and first month's rent must be paid upfront, prior to getting my keys and moving in.

3.3 MONTHLY RENT PAYMENTS-AFTER MOVE IN

- Personal Checks are accepted
- Credit card payments are subject to a 3.0% convenience charge.

I understand that my check must be written to the correct LLC, which is [REDACTED]

No checks or payments should be made out to The Farnam Realty Group.

I understand that if my payment is made payable to an incorrect entity, it will not be accepted and sent back to me. If this then makes my rent late, I will be responsible for paying a \$75.00 late fee.

3.4 LATE PAYMENT POLICY

Monthly payments are due the 1st day of each month. If not paid by the 10th day of the month, an additional \$75 late fee will be charged. Please Note: rental payments must be received by the 10th of the month, not postmarked by the 10th of the month.

I understand that if my rent is not received by the 15th of the month, I may be issued a "Notice to Quit", which will result in an additional \$75.00 fee.

3.5 BOUNCED CHECK (OR NON-SUFFICIENT FUNDS) POLICY

All checks returned unpaid by your financial institution due to non-sufficient funds are subject to a \$75.00 non-sufficient funds fee and must be replaced promptly, along with the \$75.00 fee, by money order, credit card or certified cashier's check. In the event that a check is returned unpaid due to non-sufficient funds during your tenancy, all future rental payments must be made by money order, credit card or certified cashier's check.

3.6 LOCK-OUT POLICY

If you lose your keys, or lock them in your apartment, car, or other location and need a Farnam Realty Group employee to help you re-gain access to your apartment, you will be charged \$150.00 for a Lockout fee. This fee must be paid at the time of service.

3.7 UTILITIES INCLUDED

The following utilities will be included in your monthly rent charge, and will not incur any extra charges per this agreement:

water and sewer

By initialing below, you acknowledge and agree to the terms in Section 3.

X [REDACTED] X [REDACTED] X [REDACTED] X [REDACTED]

4. Lease Termination Policy

4.1 LEASE TERMINATION POLICY

I, [REDACTED] hereby acknowledge, that I am responsible for the entire value \$56,400.00 of this lease.

In the event that I need to move out before the end of my lease, I understand that I have two options for ending my financial responsibility:

- Option 1:

I may find a new tenant to take over the balance of my lease/financial obligation.

I understand that this tenant must be approved by the landlord/property manager to a viable replacement option.

I understand that I am financially responsible until the replacement tenant signs a lease and moves in. Any amount of lost rent during this time of transition is my financial responsibility.

In the even that I find my own replacement tenant, I agree to pay an administrative fee of \$250.00 to The Farnam Realty Group.

- Option 2:

I may use The Farnam Realty Group to help find a replacement tenant for a fee equal to one month's rent, \$4,700.00 . I understand that I am still financially responsible during the time that a replacement tenant is being sought and that I must continue to pay rent until the new tenant signs a new lease and moves in. Any amount of lost rent during this time of transition is my financial responsibility.

4.2 SALE OF UNIT

In the event that the Dwelling (building, house, condo, etc) that I am living in is to be sold, I understand that I will comply completely with any showings, and will remove myself from the unit during these times.

By initialing below, you acknowledge and agree to the terms in Section 4.

X [REDACTED] X [REDACTED] X [REDACTED] X [REDACTED]

5. Environmental & Safety Procedures

5.1 TENANT OBLIGATIONS

[REDACTED] (owner) and The Farnam Realty Group LLC (manager), collectively acting as "Landlord", wish to make sure that your apartment and building are maintained in safe condition. We request you confirm your receipt, understanding, and agreement to comply with the following procedures regarding your safety and the safety of other tenants. The term I (and/or "we") refer to the person(s) signing the lease and/or the person(s) occupying the apartment or visiting the apartment on a regular basis:

I (we) understand that fireplaces are not to be used. In the interest of fire safety, most fireplace flues (chimneys) have been blocked in order to prevent use. Fireplaces are cosmetic only. I (we) understand that failure to comply with this restriction will represent a breach under the lease, and that I (we) are responsible for any resulting damage (or liability claims) incurred by Landlord or other tenants.

We require that all tenants carry a policy for "Tenant's / Renter's Insurance with Liability Coverage" to protect their property and themselves for damages or financial claims arising for reasons other than gross-negligence by the Landlord. Your property is not covered

under the Landlord's insurance. Such policies can also provide financial protection in the event that you inadvertently create damage or liability to the property of landlord or others.

Smoking is **not** allowed in the units, unless you provide evidence of "Renter's Insurance".

I (we) acknowledge that the building and our apartment have a potential to contain surfaces painted with **lead paint** (like almost every other building built in the 1970's or earlier). Lead paint is known to present a severe and significant health hazard to **children under eight** years of age if consumed, inhaled, or otherwise absorbed into the body. I (we) acknowledge receipt of the EPA Booklet "*Protect Your Family From Lead In Your Home*" and agree to read the booklet prior to taking occupancy.

I (we) recognize that the Landlord attempts to maintain paint in a condition which is not cracked, peeling, or otherwise presenting a risk of ingestion. Should I (we) notice **cracked, peeling, or chipped paint in my apartment at any time when a child under eight** is living (per my lease) or visiting for an extended (or repeated) time(s), I (we) will immediately notify the managing agent. I (we) recognize that this notification allows the Landlord to immediately take actions to eliminate any potential risk to the health of a child arising from a deteriorated paint condition.

I (we) recognize that removal of **batteries** from any **smoke detectors** in my apartment and/or any common areas shall constitute a breach under the lease on my (our) behalf. I (we) agree to notify the Landlord immediately of any smoke detectors of which I (we) become aware are inoperable for any reason. Landlord, not the tenant, is responsible for the cost of these repairs

Cooking or Gas Grills are not to be used on fire-escapes, balconies, porches or within 10 feet of the building.


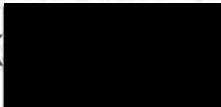
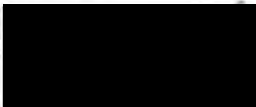
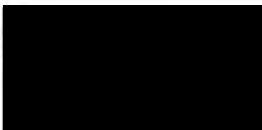
~~I (we) agree that the basement areas are only to be used for the purposes of laundry and storage, and only within the designated areas as applicable. Entry into any other area or using the basements for any other use will be considered a willful violation (by you) of the lease terms.~~

I (we) agree that we shall **not lock or obstruct any window grates** or metal window screens which, in violation of local fire laws, could slow down or prevent my exit from the apartment in the event of emergency. I (we) recognize that the landlord has the right to cut any locks.

Mold is an inherent condition when materials such as wall-board, plaster, or insulation are exposed to moisture for an extended period of time. Tenant will bring to the immediate attention of the Landlord, in writing, of any known or suspected areas of mold in the apartment or building. Tenant(s) agree that Landlord is not responsible for control of mold, nor liable for any allergies or reactions created when it occurs, unless such allergies or reactions occur due to the strict and absolute negligence of the Landlord. Tenant explicitly releases Landlord from any claims for damage, injury, allergies, impairment or discomfort caused, or thought to be caused by mold, unless Landlord is grossly negligent in correcting a mold "problem" brought to their attention by tenant. Tenants are specifically required to maintain and ventilate their bathrooms and kitchens in a condition, through periodic cleaning with proper (and readily available) bathroom and tile cleaners such that topical surface mold is prevented from any form of growth (example: *Tilex* once a week, or as needed).

If I (we) become aware of any such conditions that are creating mold I will notify the Property Manager in writing.

By initialing below, you acknowledge and agree to the terms in Section 5.

X  X  X  X 

6. Move Out Schedule

6.1 SAMPLE REPLACEMENT CHARGES

If any items are missing or damaged to the point that they must be replaced when you move out, you will be charged for the current cost of the item, plus labor and service charges. A representative list of charges is set forth below. These are listed average prices. If the Owner incurs a higher cost, you will be responsible for paying the higher cost.

Please note this is not all inclusive, and you can be charged for items that are not listed here.

Example Charges for Move-Out Services

Window Glass	\$180.00 each
Window Screen	\$60.00 each
Mailbox Keys	\$50.00 each key
Door Keys	\$150.00 each key and lock
Refrigerator Racks/ Shelves	\$60.00 each
Mirror/medicine cabinet	\$100.00 each
Doors	\$150.00 each

Light Fixtures	\$75.00 each
Countertop replacement	\$250.00 each

Cleaning and Repair Charges

If prior to moving out, you do not clean the unit and leave the items listed below in satisfactory working order, the following charges will be deducted from your security deposit, or be owed to us if your security deposit is insufficient to cover charges.

You will be charged not less than the listed amount for each instance in which a listed item must be cleaned or repaired.

The prices given below are average prices only. If the owner incurs a higher cost for cleaning or repairing an item, you will be responsible for paying the higher cost.

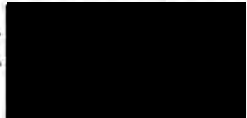


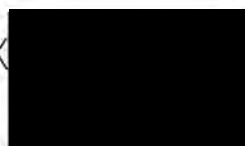
Please note that this is not an all-inclusive list: You can be charged for cleaning or repairing items that are not on the list.

Tenant will provide documentation from a qualified chimney inspector that the chimney is clean and ready for use upon vacating the unit. Tenant shall bear all cost of inspection and cleaning.

Examples for Cleaning and Repair Charges

Kitchen Cleaning		Miscellaneous	
Sink	\$15.00	Carpets cleaned	\$125.00 per room
Cabinets	\$50.00	Carpets repaired	\$200.00 per room
Backsplash	\$50.00	Carpets replaced	\$500.00 or more
Countertops	\$15.00	Banister	\$250.00
Flooring	\$25.00	Holes in wall	\$75.00 per hole
Refrigerator	\$50.00	Fireplaces	\$175.00
Oven	\$50.00	Hardwood Floors	\$100.00 per room
Walls	\$50.00	Window Sills	\$15.00 each
Bathroom Cleaning		Trash Removal	\$250.00 per large item, \$100.00 per trash bag left
Toilet	\$25.00	Painting Fee	\$800 per room
Tub/Shower	\$35.00		
Sink	\$15.00		
Floors	\$35.00		
Walls	\$50.00		

By initialing below, you acknowledge and agree to the terms in Section 6.

X  X  X  X 

7. Garbage & Recycling Procedures

7.1 GARBAGE & RECYCLING PROCEDURES

Please read the following garbage and recycling policies that apply to your unit:

- **Multi-Family House (6 units or less):**
 - The City of New Haven is responsible for your trash. The house will be supplied with blue, generic trash bins. These bins are emptied by the city, but it is the tenant's responsibility to move the bins to the street each trash day. **The tenant will be charged a \$25 fee each time the bins are left unemptied.**
 - Please go to this website to find out what day your trash is picked up: <http://www.cityofnewhaven.com/PublicWorks/index.asp>
- **Apartment Building and Complexes with more than 6 units:**
 - A larger dumpster will be on the property for all units to access. These dumpsters are only to be used for household trash, not any bulk furniture.
- **Recycling**

- The owner of your building does not supply recycling services.
- However, we do encourage you to contact the City of New Haven Public Works Department as they will issue you a recycling bin. If interested, please call 203-946-8200.

I, [REDACTED] understand that I am not permitted to leave bulk trash, e.g., furniture, appliances, electronics and other unwanted items:

- In the apartment
- On the curb
- In or beside a dumpster
- In the front of or behind my building/ house
- In the hallway
- In the basement of my building/house

You must arrange with the town directly and several months in advance, because there is a waiting list for a "Bulk Trash" pick up.

If you leave any items of trash behind, you will be charged:

- \$100 for every trash bag that is not in a trash can or in a dumpster.
- \$250 for every piece of furniture or other unwanted item

If for some reason the dumpster is full, please call your property manager at the office 203-671-1924, to discuss the details.

By initialing below, you acknowledge and agree to the terms in Section 7.

X [REDACTED] X [REDACTED] X [REDACTED] X [REDACTED]

8. Change of Utilities

8.1 TENANT RESPONSIBILITY

water and sewer

The above utilities are included in the monthly rent charge, and will not incur any extra charges.

8.2 UTILITY CHANGEOVER

I, [REDACTED], give permission to The Farnam Realty Group to change the utilities over to my name if I do not do so by move-in date.

8.3 UNITED ILLUMINATING

*United Illuminating 1-800-722-5584

Tenant Pays as of 06/01/2018

Meter # _____

Account # _____

8.4 SOUTHERN CONNECTICUT GAS

*Southern Connecticut Gas 1-800-659-8299

Tenant Pays as of 06/01/2018

Meter # _____

Account # _____

By initialing below, you acknowledge and agree to the terms in Section 8.

X [REDACTED] X [REDACTED] X [REDACTED] X [REDACTED]

9. DISCLOSURE TO TENANT

9.1 DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor must disclose the present of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

9.2 LESSOR'S DISCLOSURE

1. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) ☐ Known lead-based paint and/or lead-based hazards are present in the housing (explain)
- (ii) ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazard in the housing.

2. Record and reports available to the Lessor (check (i) or (ii) below):

- (i) ☐ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) ☐ Lessor has no reports or records pertain to lead based-paint and/or lead-based paint hazards in the housing.

9.3 LESSEE'S ACKNOWLEDGEMENT (INITIAL)

1. Lessee has received copies of all information listed above.
2. Lessee has received the pamphlet "Protect your Family from Lead in Your Home"

X [REDACTED] X [REDACTED] X [REDACTED] X [REDACTED]

9.4 LANDLORD'S ACKNOWLEDGE (INITIAL)

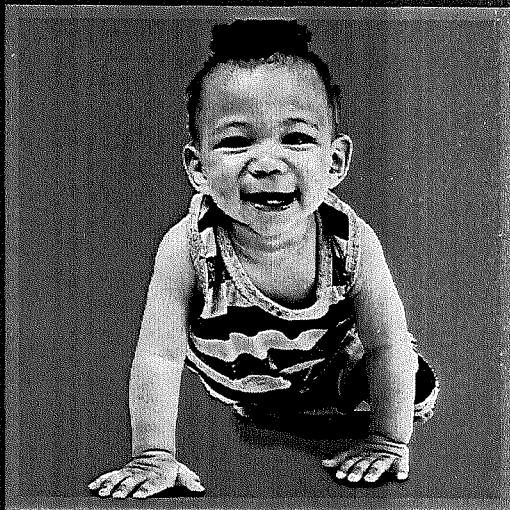
Landlord has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

9.5 CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

By initialing below, you acknowledge and agree to the terms in Section 9.

X [REDACTED] X [REDACTED] X [REDACTED] X [REDACTED]



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have lead-based paint? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

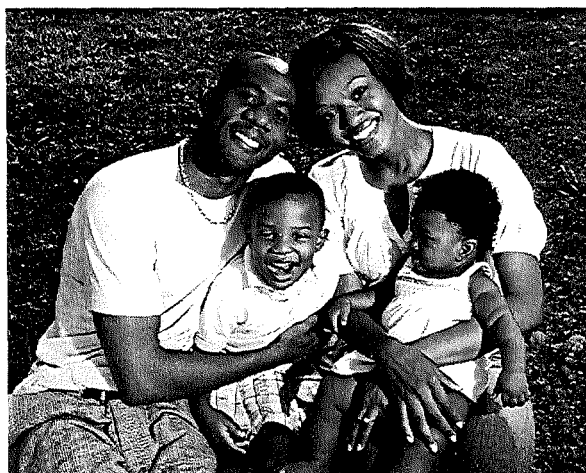
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

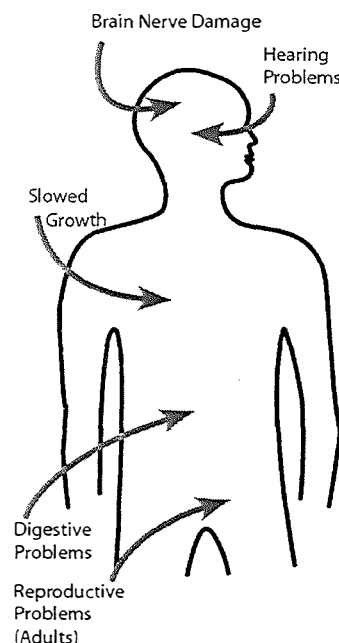
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally assisted, federally owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sampling bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing-or speech challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

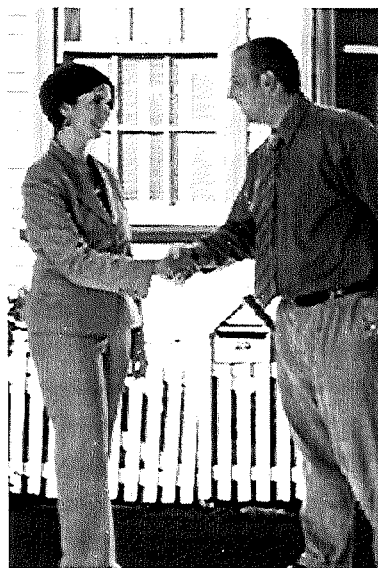
If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting, by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT) One Congress Street
Boston, MA 02114-2023
(617) 918-1524

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule which protects families in pre-1978 assisted housing and the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
December 2012

The Farnam Group

982 State Street • New Haven, CT 06511
(203) 671-1924



11. Sign and Accept

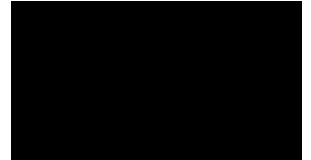
11.1 LEASEE SIGNATURE

The co-signer agrees to all aspects of this lease in the event that the Lessee defaults on his or her obligations.

X
Lessee



X
Lessee



X
Lessee

X
Lessor

X
Lessee

EXHIBIT B

[REDACTED]

----- Forwarded message -----

From: [REDACTED]@yale.edu>
Date: Sun, Nov 19, 2017 at 10:50 PM
Subject: Elm Street House
To: [REDACTED]@farnamgroup.com

Hi [REDACTED]!

This is [REDACTED] - one of the girls who walked through the 340 Elm street house with you a few weeks ago. I wanted to reach out and thank you for taking the time to discuss pricing, security, features of the house, etc. with some of our parents, and let you know that we've decided to go through with signing the lease if you are still interested in having us do so! We have a group of eight girls who are incredibly enthusiastic about living in the house next year, and have already begun talking to girls in the grade below to whom we would like to pass it down. Through our sororities and athletic teams, we know that we will be able to pass it down every year for as long as you wish.

Just some final questions before signing the lease:

1. Could you possibly send over a floor plan of the house, including square footage, so that we can have a clear idea of the layout and room offerings?
2. Can you confirm that all issues with utilities would be handled by Farnam Realty Group - such as malfunctioning central air, broken refrigerator, broken security system, etc.?
3. We are extremely interested in the house because of the security it offers. Can you confirm that bars will be installed on downstairs windows if we request them?
4. Can you estimate the expected per-month cost of utilities?

In terms of pricing I know that you have asked for \$9000 but depending on your answers to the above questions we think \$8500 sounds reasonable and more on par with other off campus rents. Please let us know your thoughts! Before finalizing the lease, we would like to clarify pricing with you.

We are off campus this week due to Thanksgiving break, but will all be back on campus by next Monday, November 26th. It would be great if we could set up a time to meet early next week, as we would love to sign the lease as soon as possible. Thank you, again, for all of your help thus far, and we look forward to hearing from you!

Have a great Thanksgiving!

[REDACTED]

--

[REDACTED]

Farnam Realty Group

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT C

The Farnam Group

982 State Street • New Haven, CT 06511
(203) 671-1924



1. Residential Lease

1.1 BASIC INFORMATION

This Lease Contract is between you, the undersigned resident(s):

[REDACTED]

and us, the owner/agent:

The Farnam Group

You have agreed to rent the property located at

340-342 Elm St
New Haven, CT 06511

for use as a private residence only. The terms "you" and "your" refer to all residents listed above.
The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent
must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

1.2 TENANT INFORMATION

[REDACTED]
Financially Responsible
[REDACTED])
[REDACTED]

[REDACTED]
Financially Responsible
[REDACTED]

[REDACTED]
Financially Responsible
[REDACTED]

[REDACTED]
Financially Responsible
[REDACTED]

Date of Birth: _____

SSN: _____

Co-Signer(s), if applicable:

1.3 ADDITIONAL OCCUPANTS

Additional Authorized Occupant(s), if applicable:

1.4 LEASED PREMISES

342 Elm Street - 1st Floor
New Haven, CT 06511

1.5 TERM OF LEASE

06/01/2019 to 05/31/2020

1.6 RENT

Rent \$4,600.00

Total: \$4,600.00

Monthly Rent: \$4,600.00

Total Rent for Lease Term: \$55,200.00

Security Deposit: \$4,600.00

Additional Lease information (pet, parking, charges, etc.):





1.7 AGREEMENT

You, and we, agree that this Lease and its attachments set forth our entire agreement. Neither you, nor we, shall claim that the other has made any other promise or agreement unless the promise or agreement is in writing and signed by the party making the promise or agreement after date of this lease. The co-signer agrees to all aspects of this lease in the event that the Lessee defaults on his or her obligations.

1.8 BINDING EFFECT

The agreement in this lease shall be binding upon and benefit us, and you, and our and your respective successors, heirs, executors, administrators, and assigns.

By initialing below, you acknowledge and agree to the terms in Section 1.

X  X  X  X 

2. Terms and Responsibilities

2.1 DEFINITIONS

In this lease, the following words in this Definitions section have the meanings, which follow them:

YOU, YOUR, and TENANT: The person signing this lease as Tenant and any other person occupying the dwelling with our permission.

WE, OUR, US and LANDLORD: The person or agent signing this Lease as Landlord and anyone who becomes the owner of the dwelling after the date this Lease is signed and still in effect.

2.2 GENERAL TERMS

1. Pets are an important consideration for tenant and landlord alike. Pets are not permitted at the time of move-in or at any time that this lease is in effect without our prior written authorization, which may be reasonably withheld. Should we determine that you are allowed to keep or acquire any pets, you will be required to sign a Pet Addendum to this Lease and pay a monthly Pet Fee as specified. You have disclosed to us that you have or intend to have the following pets:
2. If you or any occupant are currently or should later enlist in the military service while occupying this unit you must notify us in writing immediately.
3. You agree to leave behind any fixture added to this unit. A fixture is anything that is attached to a wall, door, or other surface of the unit. With the exception of wall hangings and window treatments.
4. Tenant has inspected all smoke detectors in the unit and has found them to be in good working condition and agrees not to tamper with them and if said detectors become in need of repair Tenant agrees to contact the Landlord in writing of their disrepair. Tenant shall be responsible to replace batteries as needed.
5. Tenant understands and covenants that taking occupancy of this leased unit makes them the controlling factor of this unit and does by this action take full responsibility of upkeep and compliance with all state federal and local codes. Tenant agrees to contact the Landlord in writing of any noncompliance.
6. The taking possession of the leased premises shall be conclusive evidence that the tenant has examined the unit and building that the unit is in, with all common areas, and that they were in good condition at the time of occupancy.
7. Tenant agrees to insure (Tenants Insurance) against all losses that may occur to him or herself or visitors or occupants, and name the Landlord as additional insured on the policy. Tenant agrees to hold Landlord harmless from any and all losses to tenant resulting from tenant's lack of obtaining such insurance.
8. In the event environmental conditions are found to exist at the premises and the health and safety of the occupants is determined to be in jeopardy, the Lessee agrees to vacate the premises and this lease will become null and void.
9. Landlord agrees to comply with their responsibilities imposed by Connecticut Law to the extent that such responsibilities have been permissibly imposed upon the tenant elsewhere herein.

2.3 TENANT RESPONSIBILITIES

Tenant agrees to the following terms:

1. We may access your unit upon 24-hours' notice for the purpose of examining the unit, to show the unit to prospective tenants or buyers and to make repairs. We may access your unit without notice in an emergency or to cure a defect that requires immediate attention or further damage will be caused. We strongly recommend that you adjust your schedule to be present when we access your unit.
2. At the termination of this lease, you agree to clean the appliances, leave the unit clean and in the same condition as when you moved in reasonable wear and tear excepted.
3. You agree to leave behind any fixture added to this unit. A fixture is anything that is attached to a wall, door, or other surface of the unit.
4. If the unit is a single family residence, you agree to provide and maintain appropriate receptacles for the removal of rubbish and other waste. In a multi-family residence, you agree to remove all rubbish and other waste to the receptacles provided by us. You agree not to leave rubbish or other waste on grounds, in front of or next to containers or in any other areas of parking lots.
5. You agree to abide by any responsibility placed upon you by all state, federal, and local codes including fire codes.
6. You agree not to store any type of grill or cooking device on your deck or patio, or within 10 feet of the building.
7. You agree not to add to or remove fixtures or other improvements from the property without the Landlord's permission.
8. You agree not to park cars or place other apparatus in an area not designated for such use. Cars will be towed at car owner's expense if parked in an unauthorized or undesignated area. Valid tenant permit must be displayed at all times.
9. You agree to keep apartment clean, neat, and safe. To perform at a minimum monthly cleaning of tub, shower, sink, toilet and bathroom tiles to prevent the buildup of mold and mildew. We will not be responsible for the build of mold and mildew caused by your lack of diligence to keep the unit clean and sanitary. If we are notified that you do not clean, the bathroom will be cleaned and you will be fined for each occurrence.
10. You agree to avoid disturbing your neighbors' quiet enjoyment of their dwellings and to require other individuals in your dwelling to do the same.
11. You agree not to use or allow use of a waterbed in the dwelling without our prior written consent.
12. You agree to replace light bulbs within the apartment as needed.
13. You agree not to keep anything in windows except for curtains or blinds. Flags, blankets, sheets, stickers, posters, etc. are not permitted at any time.
14. You agree not to smoke any tobacco products within the common areas or to dispose of waste on property grounds. Not to use, or allow visitors to use, illegal drugs or in the apartment, the building or anywhere on the property nor drink alcohol in common areas or on property grounds. The use or sale of illegal drugs on the premises will subject the tenant to immediate eviction.
15. Holding Over: You have no right to remain in the Dwelling after this lease ends without the prior express written consent of the landlord. If you remain in the Dwelling without our written consent past the term of this Lease and we have not otherwise terminated your tenancy by the service of a notice to Quit, this lease shall be automatically renewed for the term of one month and the rent shall be increased by 15%. The landlord will also have the right to further fair and equitable rent increases upon written notice to you for subsequent months as provided under CT law. You will otherwise remain subject to all of the other terms and conditions in this lease.
16. You must provide us with notice of your intent to vacate the premises or of your intent to apply for a renewal of your lease 6 months in advance. You understand that if you vacate during the term of your lease you will be responsible for the rental balance of your lease. You agree that during said 6 month period we may enter your apartment upon 24 hours notice to show the premises to prospective tenants even if you are negotiating for a new lease term. You understand and agree that your failure to provide us with this notice will cause us to incur damages. Since said damages cannot be determined you agree to pay as liquidated damages an amount equal to one-month's rent for your failure to provide us with timely notice and/or your failure to allow access. You further authorize us to deduct the liquidated damages from your security deposit, should you fail to pay them to us before vacating.
17. You agree that if your toilets and sinks are within your exclusive control and if they become clogged due to your irresponsible use you may be charged for the maintenance or professional plumber service required.
18. You agree not to paint any walls without prior approval from the Property Manager. If you do not comply you will be charged a painting fee of \$200 per room. (If walls are not repainted to original color, you will be charged \$800 from your security deposit to cover the repainting costs – per original lease)
19. You agree not to sublease, release or allow any additional occupants to reside in the premises without our prior written authorization; which authorization may be reasonably withheld.
20. Tenant shall pay landlords costs and expenses to enforce the lessee, including attorney fees.
21. Renter's Insurance is strongly encouraged at the time of lease signing, as the owner is not responsible for the loss of personal property nor the damage of personal property.
22. If you add a roommate or other adult occupant to your lease, you will be subject to an additional \$200.00 monthly fee. You must notify the landlord if anyone takes occupancy in your unit. If you do not notify the landlord, and it is discovered, you will be in violation of your lease.
23. You agree not to keep washers or dryers in any apartments whether installed or portable without our prior written consent. Tenant agrees that the use of washers and dryers in the building laundry, if any, is undertaken at the tenant and occupant's own risk, and that the landlord will not be responsible for any loss or damage to clothing or other property as a result of use of washers and dryers.
24. Tenant may install one air conditioning unit in apartment of 7000 BTUs if apartment does not have central air conditioning. No air conditioners may be installed in windows facing the street side of the building.
25. Tenant agrees not to change any locks, and tenant agrees that a fee of \$500 will be withheld from security deposit if locks are changed.

2.4 OTHER TERMS

Severability Clause: In the event any clause in this lease should be found to be unenforceable then that clause alone shall be deemed defective from this lease and the rest of this lease will remain in force.





In the event that the monthly payment is not received within 9 days after the due date for payment, or you fail to comply with any other of the terms of this lease, we will commence legal procedures as prescribed by law. In such event, you will be responsible pay the reasonable costs of sheriff, court, lawyer, mover, administration, and collections.

The tenant agrees that this is and shall be subject and subordinate to all mortgages now or to be placed on the property. This clause shall be self-operative.

In the event the premises are damaged or destroyed by fire or other disaster or acquired for public use, then this lease, at the option of the Landlord, shall cease and terminate and the tenant will have no claim for damages.

This dwelling unit you are renting does not have a fire sprinkler system.

By initialing below, you acknowledge and agree to the terms in Section 2.

X  X  X  X 

3. Financial Addendum

3.1 ACCEPTED METHODS OF PAYMENT

Unless otherwise instructed, all payments must be made online through the tenant portal at <https://farnamgroup.appfolio.com/connect>

3.2 FIRST MONTH'S RENT AND SECURITY DEPOSIT

- The security deposit and a full month's rent must be paid immediately upon signing this lease. Pro-rated rent, if any, will be applied on the 2nd month after move-in.

3.3 LATE PAYMENT POLICY

Monthly payments are due the 1st day of each month. **If not paid by the 10th day of the month, an additional \$100 late fee will be charged.**

I understand that if my rent is not received by the 15th of the month, I may be issued a "Notice to Quit", which will result in an additional \$75.00 fee.

3.4 BOUNCED CHECK (OR NON-SUFFICIENT FUNDS) POLICY

All checks returned unpaid by your financial institution due to non-sufficient funds are subject to a **\$75.00 non-sufficient funds fee** and must be replaced promptly, along with the \$75.00 fee, by **money order, credit card or certified cashier's check**. In the event that a check is returned unpaid due to non-sufficient funds during your tenancy, **all future rental payments must be made by money order, credit card or certified cashier's check**.

3.5 LOCK-OUT POLICY

If you lose your keys, or lock them in your apartment, car, or other location and need a Farnam Realty Group employee to help you re-gain access to your apartment, **you will be charged \$150.00 for a Lockout fee. This fee *must* be paid at the time of service.**

3.6 UTILITIES INCLUDED

The following utilities will be **included** in your monthly rent charge, and will not incur any extra charges per this agreement:

water and sewer

3.7 UTILITY CHANGEOVER

I, [REDACTED], give permission to The Farnam Realty Group to change the utilities over to my name if I do not do so by move-in date and if utilities are not explicitly included in my lease.

United Illuminating 1-800-722-5584

Tenant Pays as of 06/01/2019

Southern Connecticut Gas 1-800-659-8299

Tenant Pays as of 06/01/2019

By initialing below, you acknowledge and agree to the terms in Section 3.

X [REDACTED] X [REDACTED] X [REDACTED] X [REDACTED]

4. Lease Termination Policy

4.1 LEASE TERMINATION POLICY

I, [REDACTED] hereby acknowledge, that I am responsible for the entire value \$55,200.00 of this lease. In the event that I need to move out before the end of my lease, I understand that The Farnam Realty Group will immediately start searching for a replacement tenant when I give my notice. If The Farnam Realty Group finds a replacement tenant, I agree to pay a fee of \$4,600.00 .

I understand that I am financially responsible until the replacement tenant signs a lease and moves in. Any amount of lost rent during this time of transition is my financial responsibility.

I may also find a new tenant to take over the balance of my financial obligation. I understand that I can only exercise this option until three months before the original end-date of this lease. I understand that this tenant must be approved by the landlord to be a viable replacement option. In the event that I find my own replacement tenant, **I agree to pay an administrative fee of \$250.00 to The Farnam Realty Group.**

In the event that The Farnam Realty Group finds a replacement tenant before I do, I agree to pay the fee of \$4,600.00 regardless of the status of my own search for a replacement tenant.

4.2 SALE OF UNIT

In the event that the Dwelling (building, house, condo, etc) that I am living in is to be sold, I understand that I will comply completely with any showings, and will remove myself from the unit during these times.

By initialing below, you acknowledge and agree to the terms in Section 4.

X [REDACTED] X [REDACTED] X [REDACTED] X [REDACTED]

5. Environmental & Safety Procedures

5.1 TENANT OBLIGATIONS

_____ (owner) and The Farnam Realty Group LLC (manager), collectively acting as "Landlord", wish to make sure that your apartment and building are maintained in safe condition. We request you confirm your receipt, understanding, and agreement to comply with the following procedures regarding your safety and the safety of other tenants. The term I (and/or "we") refer to the person(s) signing the lease and/or the person(s) occupying the apartment or visiting the apartment on a regular basis:

I (we) understand that **fireplaces** are **not** to be used. In the interest of fire safety, most fireplace flues (chimneys) have been blocked in order to prevent use. Fireplaces are cosmetic only. I (we) understand that failure to comply with this restriction will represent a breach under the lease, and that I (we) are responsible for any resulting damage (or liability claims) incurred by Landlord or other tenants.

We recommend that all tenants carry a policy for "**Tenant's / Renter's Insurance with Liability Coverage**" to protect their property and themselves for damages or financial claims arising for reasons other than gross-negligence by the Landlord. Your property is not covered under the Landlord's insurance. Such policies can also provide financial protection in the event that you inadvertently create damage or liability to the property of landlord or others.

Smoking is **not** allowed in the units, unless you provide evidence of "Renter's Insurance".

I (we) acknowledge that the building and our apartment have a potential to contain surfaces painted with **lead paint** (like almost every other building built in the 1970's or earlier). Lead paint is known to present a severe and significant health hazard to **children under eight** years of age if consumed, inhaled, or otherwise absorbed into the body. I (we) acknowledge receipt of the **EPA Booklet "Protect Your Family From Lead In Your Home"** and agree to read the booklet prior to taking occupancy.

I (we) recognize that the Landlord attempts to maintain paint in a condition which is not cracked, peeling, or otherwise presenting a risk of ingestion. Should I (we) notice **cracked, peeling, or chipped paint in my apartment at any time when a child under eight** is living (per my lease) or visiting for an extended (or repeated) time(s), I (we) will immediately notify the managing agent. I (we) recognize that this notification allows the Landlord to immediately take actions to eliminate any potential risk to the health of a child arising from a deteriorated paint condition.

I (we) recognize that removal of **batteries** from any **smoke detectors** in my apartment and/or any common areas shall constitute a breach under the lease on my (our) behalf. I (we) agree to notify the Landlord immediately of any smoke detectors of which I (we) become aware are inoperable for any reason. Landlord, not the tenant, is responsible for the cost of these repairs

Cooking or Gas Grills are not to be used on fire-escapes, balconies, porches or within 10 feet of the building.

I (we) agree that the **basement** areas are **only** to be used for the purposes of laundry and storage, and only within the designated areas as applicable. Entry into any other area or using the basements for any other use will be considered a willful violation (by you) of the lease terms.

I (we) agree that we shall **not lock or obstruct any window grates** or metal window screens which, in violation of local fire laws, could slow down or prevent my exit from the apartment in the event of emergency. I (we) recognize that the landlord has the right to cut any locks.

Mold is an inherent condition when materials such as wall-board, plaster, or insulation are exposed to moisture for an extended period of time. Tenant will bring to the immediate attention of the Landlord, in writing, of any known or suspected areas of mold in the apartment or building. Tenant(s) agree that Landlord is not responsible for control of mold, nor liable for any allergies or reactions created when it occurs, unless such allergies or reactions occur due to the strict and absolute negligence of the Landlord. Tenant explicitly releases Landlord from any claims for damage, injury, allergies, impairment or discomfort caused, or thought to be caused by mold, unless Landlord is grossly negligent in correcting a mold "problem" brought to their attention by tenant. Tenants are specifically required to maintain and ventilate their bathrooms and kitchens in a condition, through periodic cleaning with proper (and readily available) bathroom and tile cleaners such that topical surface mold is prevented from any form of growth (example: *Tilex* once a week, or as needed).

If I (we) become aware of any such conditions that are creating mold I will notify the Property Manager in writing.

By initialing below, you acknowledge and agree to the terms in Section 5.

X _____ X _____ X _____ X _____

6. Move Out Schedule

6.1 CHECK-OUT TIME

The check-out time is **noon** on the last day of the lease. Late charges may apply. Check-out is considered complete when all keys have been returned.

6.2 SAMPLE REPLACEMENT CHARGES

If any items are missing or damaged to the point that they must be replaced when you move out, you will be charged for the current cost of the item, plus labor and service charges. A representative list of charges is set forth below. These are listed average prices. If the Owner incurs a higher cost, you will be responsible for paying the higher cost.

Please note this is not all inclusive, and you can be charged for items that are not listed here.

Example Charges for Move-Out Services

Window Glass	\$180.00 each
Window Screen	\$60.00 each
Mailbox Keys	\$500.00 each key
Door Keys	\$150.00 each key and lock
Refrigerator Racks/ Shelves	\$60.00 each
Mirror/medicine cabinet	\$100.00 each
Doors	\$150.00 each
Light Fixtures	\$75.00 each
Countertop replacement	\$250.00 each

Cleaning and Repair Charges

If prior to moving out, you do not clean the unit and leave the items listed below in satisfactory working order, the following charges will be deducted from your security deposit, or be owed to us if your security deposit is insufficient to cover charges.

You will be charged not less than the listed amount for each instance in which a listed item must be cleaned or repaired.

The prices given below are average prices only. If the owner incurs a higher cost for cleaning or repairing an item, you will be responsible for paying the higher cost.





Please note that this is not an all-inclusive list: You can be charged for cleaning or repairing items that are not on the list.

Tenant will provide documentation from a qualified chimney inspector that the chimney is clean and ready for use upon vacating the unit. Tenant shall bear all cost of inspection and cleaning.

Examples for Cleaning and Repair Charges

Kitchen Cleaning		Miscellaneous	
Sink	\$15.00	Carpets cleaned	\$125.00 per room
Cabinets	\$50.00	Carpets repaired	\$200.00 per room
Backsplash	\$50.00	Carpets replaced	\$500.00 or more
Countertops	\$15.00	Banister	\$250.00
Flooring	\$25.00	Holes in wall	\$75.00 per hole
Refrigerator	\$50.00	Fireplaces	\$175.00
Oven	\$50.00	Hardwood Floors	\$100.00 per room
Walls	\$50.00	Window Sills	\$15.00 each
Bathroom Cleaning		Trash Removal	\$250.00 per large item, \$100.00 per trash bag left
Toilet	\$25.00	Painting Fee	\$800 per room
Tub/Shower	\$35.00		
Sink	\$15.00		
Floors	\$35.00		
Walls	\$50.00		

By initialing below, you acknowledge and agree to the terms in Section 6.

X  X  X  X 

7. Garbage & Recycling Procedures

7.1 GARBAGE & RECYCLING PROCEDURES

Please read the following garbage and recycling policies that apply to your unit:

- **Multi-Family House (6 units or less):**
 - The City of New Haven is responsible for your trash. The house will be supplied with blue, generic trash bins. These bins are emptied by the city, but it is the tenant's responsibility to move the bins to the street each trash day. **The tenant will be charged a \$25 fee each time the bins are left unemptied.**
 - Please go to this website to find out what day your trash is picked up: <http://www.cityofnewhaven.com/PublicWorks/index.asp>
- **Apartment Building and Complexes with more than 6 units:**
 - A larger dumpster will be on the property for all units to access. These dumpsters are only to be used for household trash, not any bulk furniture.
- **Recycling**
 - The owner of your building does not supply recycling services.
 - However, we do encourage you to contact the City of New Haven Public Works Department as they will issue you a recycling bin. If interested, please call 203-946-8200.

I,  understand that I am not permitted to leave bulk trash, e.g., furniture, appliances, electronics and other unwanted items:

- In the apartment
- On the curb
- In or beside a dumpster
- In the front of or behind my building/ house
- In the hallway
- In the basement of my building/house





If you leave any items of trash behind, you will be charged:

- **\$100 for every trash bag that is not in a trash can or in a dumpster.**
- **\$250 for every piece of furniture or other unwanted item**

You must arrange with the town directly and several months in advance, because there is a waiting list for a "Bulk Trash" pick up.

If for some reason the dumpster is full, please call your property manager at the office 203-671-1924, to discuss the details.

By initialing below, you acknowledge and agree to the terms in Section 7.

X  X  X  X 

8. Lead Disclosure

8.1 DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor must disclose the present of known lead-based paint and/ or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

8.2 LESSOR'S DISCLOSURE

1. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) ☐ Known lead-based paint and/or lead-based hazards are present in the housing (explain).
 (ii) ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazard in the housing.

2. Record and reports available to the Lessor (check (i) or (ii) below):

- (i) ☐ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
 (ii) ☐ Lessor has no reports or records pertain to lead based-paint and/or lead-based paint hazards in the housing.

8.3 LESSEE'S ACKNOWLEDGEMENT (INITIAL)

1. Lessee has received copies of all information listed above.

X X X X

8.4 LESSEE'S ACKNOWLEDGEMENT (INITIAL)

2. Lessee has received the pamphlet *Protect Your Family from lead in Your Home*

X X X X

8.5 AGENT'S ACKNOWLEDGEMENT (INITIAL)

Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

X

8.6 CERTIFICATION OF ACCURACY

By signing this lease, the following parties certify that they have reviewed the information above and, to the best of their knowledge, that the information they have provided is true and accurate.

By initialing below, you acknowledge and agree to the terms in Section 8.

X X X X

ment 72-2

Simple Steps To Protect Your Family From Lead Hazards

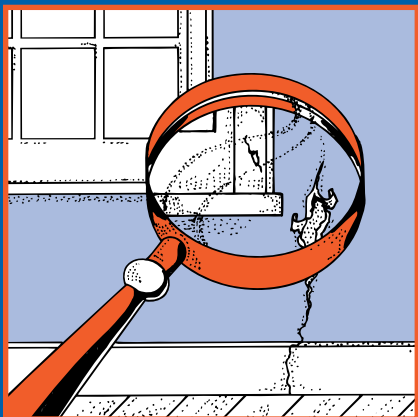
If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home



 **EPA** United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

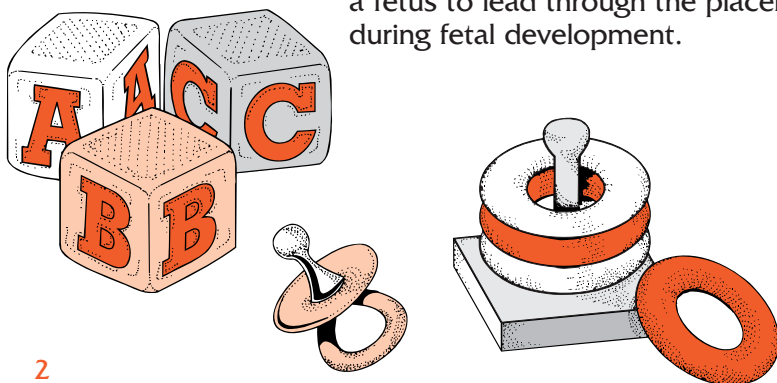
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

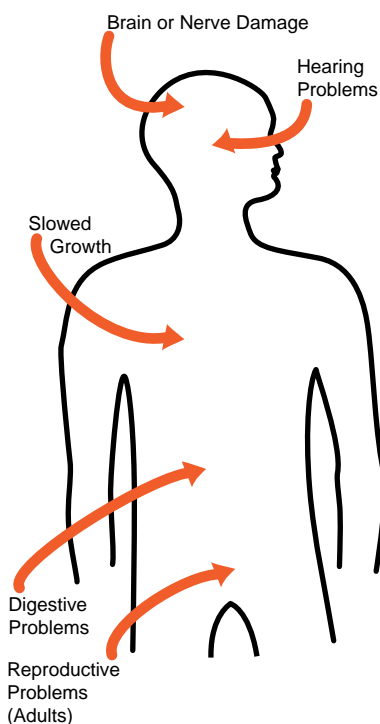
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.



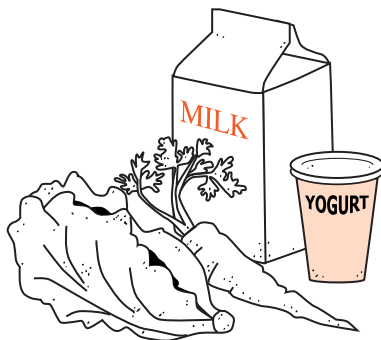
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



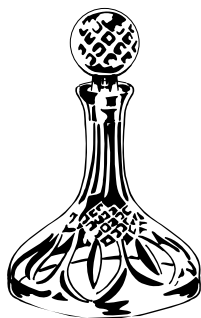
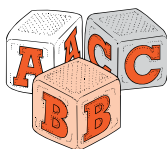
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

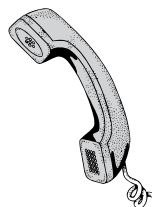
◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.



EPA's Safe Drinking Water Hotline

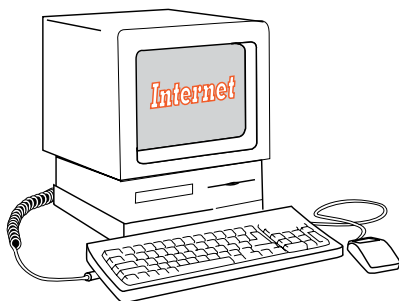
Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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The Farnam Group

982 State Street • New Haven, CT 06511
(203) 671-1924



9

Lead_Packet_English.pdf

X [REDACTED] X [REDACTED] X [REDACTED] X [REDACTED]

The Farnam Group

982 State Street • New Haven, CT 06511
(203) 671-1924



10. Sign and Accept

10.1 LEASEE SIGNATURE

The co-signer agrees to all aspects of this lease in the event that the Lessee defaults on his or her obligations.

X 

Lessee IP Address: 130.132.173.189
10/24/2018 02:35pm EDT

X 

Lessee IP Address: 130.132.173.165
10/28/2018 07:47pm EDT

X 

Lessee IP Address: 130.132.173.143
10/25/2018 01:36pm EDT

X 

Lessor IP Address: 205.197.242.20
11/10/2018 08:09am EST

X 

Lessee IP Address: 130.132.173.114
10/25/2018 07:51pm EDT

The Farnam Group

982 State Street • New Haven, CT 06511
(203) 671-1924



1. Residential Lease

1.1 BASIC INFORMATION

This Lease Contract is between you, the undersigned resident(s):

[REDACTED]

and us, the owner/agent:

The Farnam Group

You have agreed to rent the property located at

340-342 Elm St
New Haven, CT 06511

for use as a private residence only. The terms "you" and "your" refer to all residents listed above.

The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

1.2 TENANT INFORMATION

[REDACTED]
Financially Responsible
[REDACTED]

[REDACTED]
Financially Responsible
[REDACTED]

[REDACTED]
Financially Responsible
[REDACTED]

[REDACTED]
Financially Responsible
[REDACTED]

[REDACTED]
Financially Responsible
[REDACTED]

Date of Birth: _____

SSN: _____

Co-Signer(s), if applicable:

1.3 ADDITIONAL OCCUPANTS

Additional Authorized Occupant(s), if applicable:

1.4 LEASED PREMISES

340 Elm Street - 2nd
New Haven, CT 06511

1.5 TERM OF LEASE

06/01/2019 to 05/31/2020

1.6 RENT

Rent \$5,400.00

Total: \$5,400.00

Monthly Rent: \$5,400.00

Total Rent for Lease Term: \$64,800.00

Security Deposit: \$5,400.00

Additional Lease information (pet, parking, charges, etc.):









1.7 AGREEMENT



You, and we, agree that this Lease and its attachments set forth our entire agreement. Neither you, nor we, shall claim that the other has made any other promise or agreement unless the promise or agreement is in writing and signed by the party making the promise or agreement after date of this lease. The co-signer agrees to all aspects of this lease in the event that the Lessee defaults on his or her obligations.

1.8 BINDING EFFECT

The agreement in this lease shall be binding upon and benefit us, and you, and our and your respective successors, heirs, executors, administrators, and assigns.

By initialing below, you acknowledge and agree to the terms in Section 1.

X  X  X  X 
   

X 


2. Terms and Responsibilities

2.1 DEFINITIONS

In this lease, the following words in this Definitions section have the meanings, which follow them:

YOU, YOUR, and TENANT: The person signing this lease as Tenant and any other person occupying the dwelling with our permission.

WE, OUR, US and LANDLORD: The person or agent signing this Lease as Landlord and anyone who becomes the owner of the dwelling after the date this Lease is signed and still in effect.

2.2 GENERAL TERMS

1. Pets are an important consideration for tenant and landlord alike. Pets are not permitted at the time of move-in or at any time that this lease is in effect without our prior written authorization, which may be reasonably withheld. Should we determine that you are allowed to keep or acquire any pets, you will be required to sign a Pet Addendum to this Lease and pay a monthly Pet Fee as specified. You have disclosed to us that you have or intend to have the following pets:
2. If you or any occupant are currently or should later enlist in the military service while occupying this unit you must notify us in writing immediately.
3. You agree to leave behind any fixture added to this unit. A fixture is anything that is attached to a wall, door, or other surface of the unit. With the exception of wall hangings and window treatments.
4. Tenant has inspected all smoke detectors in the unit and has found them to be in good working condition and agrees not to tamper with them and if said detectors become in need of repair Tenant agrees to contact the Landlord in writing of their disrepair. Tenant shall be responsible to replace batteries as needed.
5. Tenant understands and covenants that taking occupancy of this leased unit makes them the controlling factor of this unit and does by this action take full responsibility of upkeep and compliance with all state federal and local codes. Tenant agrees to contact the Landlord in writing of any noncompliance.
6. The taking possession of the leased premises shall be conclusive evidence that the tenant has examined the unit and building that the unit is in, with all common areas, and that they were in good condition at the time of occupancy.

7. Tenant agrees to insure (Tenants Insurance) against all losses that may occur to him or herself or visitors or occupants, and name the Landlord as additional insured on the policy. Tenant agrees to hold Landlord harmless from any and all losses to tenant resulting from tenant's lack of obtaining such insurance.
8. In the event environmental conditions are found to exist at the premises and the health and safety of the occupants is determined to be in jeopardy, the Lessee agrees to vacate the premises and this lease will become null and void.
9. Landlord agrees to comply with their responsibilities imposed by Connecticut Law to the extent that such responsibilities have been permissibly imposed upon the tenant elsewhere herein.

2.3 TENANT RESPONSIBILITIES

Tenant agrees to the following terms:

1. We may access your unit upon 24-hours' notice for the purpose of examining the unit, to show the unit to prospective tenants or buyers and to make repairs. We may access your unit without notice in an emergency or to cure a defect that requires immediate attention or further damage will be caused. We strongly recommend that you adjust your schedule to be present when we access your unit.
2. At the termination of this lease, you agree to clean the appliances, leave the unit clean and in the same condition as when you moved in reasonable wear and tear excepted.
3. You agree to leave behind any fixture added to this unit. A fixture is anything that is attached to a wall, door, or other surface of the unit.
4. If the unit is a single family residence, you agree to provide and maintain appropriate receptacles for the removal of rubbish and other waste. In a multi-family residence, you agree to remove all rubbish and other waste to the receptacles provided by us. You agree not to leave rubbish or other waste on grounds, in front of or next to containers or in any other areas of parking lots.
5. You agree to abide by any responsibility placed upon you by all state, federal, and local codes including fire codes.
6. You agree not to store any type of grill or cooking device on your deck or patio, or within 10 feet of the building.
7. You agree not to add to or remove fixtures or other improvements from the property without the Landlord's permission.
8. You agree not to park cars or place other apparatus in an area not designated for such use. Cars will be towed at car owner's expense if parked in an unauthorized or undesignated area. Valid tenant permit must be displayed at all times.
9. You agree to keep apartment clean, neat, and safe. To perform at a minimum monthly cleaning of tub, shower, sink, toilet and bathroom tiles to prevent the buildup of mold and mildew. We will not be responsible for the build of mold and mildew caused by your lack of diligence to keep the unit clean and sanitary. If we are notified that you do not clean, the bathroom will be cleaned and you will be fined for each occurrence.
10. You agree to avoid disturbing your neighbors' quiet enjoyment of their dwellings and to require other individuals in your dwelling to do the same.
11. You agree not to use or allow use of a waterbed in the dwelling without our prior written consent.
12. You agree to replace light bulbs within the apartment as needed.
13. You agree not to keep anything in windows except for curtains or blinds. Flags, blankets, sheets, stickers, posters, etc. are not permitted at any time.
14. You agree not to smoke any tobacco products within the common areas or to dispose of waste on property grounds. Not to use, or allow visitors to use, illegal drugs or in the apartment, the building or anywhere on the property nor drink alcohol in common areas or on property grounds. The use or sale of illegal drugs on the premises will subject the tenant to immediate eviction.
15. Holding Over: You have no right to remain in the Dwelling after this lease ends without the prior express written consent of the landlord. If you remain in the Dwelling without our written consent past the term of this Lease and we have not otherwise terminated your tenancy by the service of a notice to Quit, this lease shall be automatically renewed for the term of one month and the rent shall be increased by 15%. The landlord will also have the right to further fair and equitable rent increases upon written notice to you for subsequent months as provided under CT law. You will otherwise remain subject to all of the other terms and conditions in this lease.
16. You must provide us with notice of your intent to vacate the premises or of your intent to apply for a renewal of your lease 6 months in advance. You understand that if you vacate during the term of your lease you will be responsible for the rental balance of your lease. You agree that during said 6 month period we may enter your apartment upon 24 hours notice to show the premises to prospective tenants even if you are negotiating for a new lease term. You understand and agree that your failure to provide us with this notice will cause us to incur damages. Since said damages cannot be determined you agree to pay as liquidated damages an amount equal to one-month's rent for your failure to provide us with timely notice and/or your failure to allow access. You further authorize us to deduct the liquidated damages from your security deposit, should you fail to pay them to us before vacating.
17. You agree that if your toilets and sinks are within your exclusive control and if they become clogged due to your irresponsible use you may be charged for the maintenance or professional plumber service required.
18. You agree not to paint any walls without prior approval from the Property Manager. If you do not comply you will be charged a painting fee of \$200 per room. (If walls are not repainted to original color, you will be charged \$800 from your security deposit to cover the repainting costs – per original lease)
19. You agree not to sublease, release or allow any additional occupants to reside in the premises without our prior written authorization; which authorization may be reasonably withheld.
20. Tenant shall pay landlords costs and expenses to enforce the lessee, including attorney fees.
21. Renter's Insurance is strongly encouraged at the time of lease signing, as the owner is not responsible for the loss of personal property nor the damage of personal property.
22. If you add a roommate or other adult occupant to your lease, you will be subject to an additional \$200.00 monthly fee. You must notify the landlord if anyone takes occupancy in your unit. If you do not notify the landlord, and it is discovered, you will be in violation of your lease.

23. You agree not to keep washers or dryers in any apartments whether installed or portable without our prior written consent. Tenant agrees that the use of washers and dryers in the building laundry, if any, is undertaken at the tenant and occupant's own risk, and that the landlord will not be responsible for any loss or damage to clothing or other property as a result of use of washers and dryers.
24. Tenant may install one air conditioning unit in apartment of 7000 BTUs if apartment does not have central air conditioning. No air conditioners may be installed in windows facing the street side of the building.
25. Tenant agrees not to change any locks, and tenant agrees that a fee of \$500 will be withheld from security deposit if locks are changed.

2.4 OTHER TERMS

Severability Clause: In the event any clause in this lease should be found to be unenforceable then that clause alone shall be deemed defective from this lease and the rest of this lease will remain in force.

In the event that the monthly payment is not received within 9 days after the due date for payment, or you fail to comply with any other of the terms of this lease, we will commence legal procedures as prescribed by law. In such event, you will be responsible pay the reasonable costs of sheriff, court, lawyer, mover, administration, and collections.

The tenant agrees that this is and shall be subject and subordinate to all mortgages now or to be placed on the property. This clause shall be self-operative.

In the event the premises are damaged or destroyed by fire or other disaster or acquired for public use, then this lease, at the option of the Landlord, shall cease and terminate and the tenant will have no claim for damages.

This dwelling unit you are renting does not have a fire sprinkler system.

By initialing below, you acknowledge and agree to the terms in Section 2.

X X X X

X

3. Financial Addendum

3.1 ACCEPTED METHODS OF PAYMENT

Unless otherwise instructed, all payments must be made online through the tenant portal at <https://farnamgroup.appfolio.com/connect>

3.2 FIRST MONTH'S RENT AND SECURITY DEPOSIT

- The security deposit and a full month's rent must be paid immediately upon signing this lease. Pro-rated rent, if any, will be applied on the 2nd month after move-in.

3.3 LATE PAYMENT POLICY

Monthly payments are due the 1st day of each month. **If not paid by the 10th day of the month, an additional \$100 late fee will be charged.**

I understand that if my rent is not received by the 15th of the month, I may be issued a "Notice to Quit", which will result in an additional \$75.00 fee.

3.4 BOUNCED CHECK (OR NON-SUFFICIENT FUNDS) POLICY

All checks returned unpaid by your financial institution due to non-sufficient funds are subject to a **\$75.00 non-sufficient funds fee** and must be replaced promptly, along with the \$75.00 fee, by **money order, credit card or certified cashier's check**. In the event that a check is returned unpaid due to non-sufficient funds during your tenancy, **all future rental payments must be made by money order, credit card or certified cashier's check**.

3.5 LOCK-OUT POLICY

If you lose your keys, or lock them in your apartment, car, or other location and need a Farnam Realty Group employee to help you re-gain access to your apartment, **you will be charged \$150.00 for a Lockout fee. This fee *must* be paid at the time of service.**

3.6 UTILITIES INCLUDED

The following utilities will be **included** in your monthly rent charge, and will not incur any extra charges per this agreement:

water and sewer

3.7 UTILITY CHANGEOVER

I, [REDACTED], give permission to The Farnam Realty Group to change the utilities over to my name if I do not do so by move-in date and if utilities are not explicitly included in my lease.

United Illuminating 1-800-722-5584

Tenant Pays as of 06/01/2019

Southern Connecticut Gas 1-800-659-8299

Tenant Pays as of 06/01/2019

By initialing below, you acknowledge and agree to the terms in Section 3.

X [REDACTED] X [REDACTED] X [REDACTED] X [REDACTED]

X [REDACTED]

4. Lease Termination Policy

4.1 LEASE TERMINATION POLICY

I, [REDACTED] hereby acknowledge, that I am responsible for the entire value \$64,800.00 of this lease. In the event that I need to move out before the end of my lease, I understand that The Farnam Realty Group will immediately start searching for a replacement tenant when I give my notice. If The Farnam Realty Group finds a replacement tenant, I agree to pay a fee of \$5,400.00.

I understand that I am financially responsible until the replacement tenant signs a lease and moves in. Any amount of lost rent during this time of transition is my financial responsibility.

I may also find a new tenant to take over the balance of my financial obligation. I understand that I can only exercise this option until three months before the original end-date of this lease. I understand that this tenant must be approved by the landlord to be a viable replacement option. In the event that I find my own replacement tenant, **I agree to pay an administrative fee of \$250.00 to The Farnam Realty Group.**

In the event that The Farnam Realty Group finds a replacement tenant before I do, I agree to pay the fee of \$5,400.00 regardless of the status of my own search for a replacement tenant.

4.2 SALE OF UNIT

In the event that the Dwelling (building, house, condo, etc) that I am living in is to be sold, I understand that I will comply completely with any showings, and will remove myself from the unit during these times.

By initialing below, you acknowledge and agree to the terms in Section 4.

X X X X

X

5. Environmental & Safety Procedures

5.1 TENANT OBLIGATIONS

 (owner) and The Farnam Realty Group LLC (manager), collectively acting as "Landlord", wish to make sure that your apartment and building are maintained in safe condition. We request you confirm your receipt, understanding, and agreement to comply with the following procedures regarding your safety and the safety of other tenants. The term I (and/or "we") refer to the person(s) signing the lease and/or the person(s) occupying the apartment or visiting the apartment on a regular basis:

I (we) understand that **fireplaces** are **not** to be used. In the interest of fire safety, most fireplace flues (chimneys) have been blocked in order to prevent use. Fireplaces are cosmetic only. I (we) understand that failure to comply with this restriction will represent a breach under the lease, and that I (we) are responsible for any resulting damage (or liability claims) incurred by Landlord or other tenants.

We recommend that all tenants carry a policy for "**Tenant's / Renter's Insurance with Liability Coverage**" to protect their property and themselves for damages or financial claims arising for reasons other than gross-negligence by the Landlord. Your property is not covered under the Landlord's insurance. Such policies can also provide financial protection in the event that you inadvertently create damage or liability to the property of landlord or others.

Smoking is **not** allowed in the units, unless you provide evidence of "Renter's Insurance".

I (we) acknowledge that the building and our apartment have a potential to contain surfaces painted with **lead paint** (like almost every other building built in the 1970's or earlier). Lead paint is known to present a severe and significant health hazard to **children under eight** years of age if consumed, inhaled, or otherwise absorbed into the body. I (we) acknowledge receipt of the **EPA Booklet "Protect Your Family From Lead In Your Home"** and agree to read the booklet prior to taking occupancy.

I (we) recognize that the Landlord attempts to maintain paint in a condition which is not cracked, peeling, or otherwise presenting a risk of ingestion. Should I (we) notice **cracked, peeling, or chipped paint in my apartment at any time when a child under eight** is living (per my lease) or visiting for an extended (or repeated) time(s), I (we) will immediately notify the managing agent. I (we) recognize that this notification allows the Landlord to immediately take actions to eliminate any potential risk to the health of a child arising from a deteriorated paint condition.

I (we) recognize that removal of **batteries** from any **smoke detectors** in my apartment and/or any common areas shall constitute a breach under the lease on my (our) behalf. I (we) agree to notify the Landlord immediately of any smoke detectors of which I (we) become aware are inoperable for any reason. Landlord, not the tenant, is responsible for the cost of these repairs

Cooking or Gas Grills are not to be used on fire-escapes, balconies, porches or within 10 feet of the building.

I (we) agree that the **basement** areas are **only** to be used for the purposes of laundry and storage, and only within the designated areas as applicable. Entry into any other area or using the basements for any other use will be considered a willful violation (by you) of the lease terms.

I (we) agree that we shall **not lock or obstruct any window grates** or metal window screens which, in violation of local fire laws, could slow down or prevent my exit from the apartment in the event of emergency. I (we) recognize that the landlord has the right to cut any locks.

Mold is an inherent condition when materials such as wall-board, plaster, or insulation are exposed to moisture for an extended period of time. Tenant will bring to the immediate attention of the Landlord, in writing, of any known or suspected areas of mold in the apartment or building. Tenant(s) agree that Landlord is not responsible for control of mold, nor liable for any allergies or reactions created when it occurs, unless such allergies or reactions occur due to the strict and absolute negligence of the Landlord. Tenant explicitly releases Landlord from any claims for damage, injury, allergies, impairment or discomfort caused, or thought to be caused by mold, unless Landlord is grossly negligent in correcting a mold "problem" brought to their attention by tenant. Tenants are specifically required to maintain and ventilate their bathrooms and kitchens in a condition, through periodic cleaning with proper (and readily available) bathroom and tile cleaners such that topical surface mold is prevented from any form of growth (example: *Tilex* once a week, or as needed).

If I (we) become aware of any such conditions that are creating mold I will notify the Property Manager in writing.

By initialing below, you acknowledge and agree to the terms in Section 5.

X X X X

X

6. Move Out Schedule

6.1 CHECK-OUT TIME

The check-out time is **noon** on the last day of the lease. Late charges may apply. Check-out is considered complete when all keys have been returned.

6.2 SAMPLE REPLACEMENT CHARGES

If any items are missing or damaged to the point that they must be replaced when you move out, you will be charged for the current cost of the item, plus labor and service charges. A representative list of charges is set forth below. These are listed average prices. If the Owner incurs a higher cost, you will be responsible for paying the higher cost.

Please note this is not all inclusive, and you can be charged for items that are not listed here.

Example Charges for Move-Out Services

Window Glass	\$180.00 each
Window Screen	\$60.00 each
Mailbox Keys	\$500.00 each key
Door Keys	\$150.00 each key and lock
Refrigerator Racks/ Shelves	\$60.00 each
Mirror/medicine cabinet	\$100.00 each
Doors	\$150.00 each
Light Fixtures	\$75.00 each
Countertop replacement	\$250.00 each

Cleaning and Repair Charges

If prior to moving out, you do not clean the unit and leave the items listed below in satisfactory working order, the following charges will be deducted from your security deposit, or be owed to us if your security deposit is insufficient to cover charges.

You will be charged not less than the listed amount for each instance in which a listed item must be cleaned or repaired.

The prices given below are average prices only. If the owner incurs a higher cost for cleaning or repairing an item, you will be responsible for paying the higher cost.





Please note that this is not an all-inclusive list: You can be charged for cleaning or repairing items that are not on the list.


Tenant will provide documentation from a qualified chimney inspector that the chimney is clean and ready for use upon vacating the unit. Tenant shall bear all cost of inspection and cleaning.

Examples for Cleaning and Repair Charges

Kitchen Cleaning		Miscellaneous	
Sink	\$15.00	Carpets cleaned	\$125.00 per room
Cabinets	\$50.00	Carpets repaired	\$200.00 per room
Backsplash	\$50.00	Carpets replaced	\$500.00 or more
Countertops	\$15.00	Banister	\$250.00
Flooring	\$25.00	Holes in wall	\$75.00 per hole
Refrigerator	\$50.00	Fireplaces	\$175.00
Oven	\$50.00	Hardwood Floors	\$100.00 per room
Walls	\$50.00	Window Sills	\$15.00 each
Bathroom Cleaning		Trash Removal	\$250.00 per large item, \$100.00 per trash bag left
Toilet	\$25.00	Painting Fee	\$800 per room
Tub/Shower	\$35.00		
Sink	\$15.00		
Floors	\$35.00		
Walls	\$50.00		

By initialing below, you acknowledge and agree to the terms in Section 6.

X  X  X  X 


X 

7. Garbage & Recycling Procedures

7.1 GARBAGE & RECYCLING PROCEDURES

Please read the following garbage and recycling policies that apply to your unit:

- **Multi-Family House (6 units or less):**
 - The City of New Haven is responsible for your trash. The house will be supplied with blue, generic trash bins. These bins are emptied by the city, but it is the tenant's responsibility to move the bins to the street each trash day. **The tenant will be charged a \$25 fee each time the bins are left unemptied.**
 - Please go to this website to find out what day your trash is picked up: <http://www.cityofnewhaven.com/PublicWorks/index.asp>
- **Apartment Building and Complexes with more than 6 units:**
 - A larger dumpster will be on the property for all units to access. These dumpsters are only to be used for household trash, not any bulk furniture.
- **Recycling**
 - The owner of your building does not supply recycling services.
 - However, we do encourage you to contact the City of New Haven Public Works Department as they will issue you a recycling bin. If interested, please call 203-946-8200.

I,  understand that I am not permitted to leave bulk trash, e.g., furniture, appliances, electronics and other unwanted items:

- In the apartment

- On the curb
- In or beside a dumpster
- In the front of or behind my building/ house
- In the hallway
- In the basement of my building/house











f you leave any items of trash behind, you will be charged:

- \$100 for every trash bag that in not in a trash can or in a dumpster.
- \$250 for every piece of furniture or other unwanted item

You must arrange with the town directly and several months in advance, because there is a waiting list for a "Bulk Trash" pick up.

If for some reason the dumpster is full, please call your property manager at the office 203-671-1924, to discuss the details.

By initialing below, you acknowledge and agree to the terms in Section 7.

X  X  X  X 
   
 X 


8. Lead Disclosure

8.1 DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor must disclose the present of known lead-based paint and/ or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

8.2 LESSOR'S DISCLOSURE

1. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) ☐ Known lead-based paint and/or lead-based hazards are present in the housing (explain).

- (ii) ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazard in the housing.

2. Record and reports available to the Lessor (check (i) or (ii) below):

- (i) ☐ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) ☐ Lessor has no reports or records pertain to lead based-paint and/or lead-based paint hazards in the housing.

8.3 LESSEE'S ACKNOWLEDGEMENT (INITIAL)

1. Lessee has received copies of all information listed above.

X

X

X

X

X

8.4 LESSEE'S ACKNOWLEDGEMENT (INITIAL)

2. Lessee has received the pamphlet *Protect Your Family from lead in Your Home*

X

X

X

X

X

8.5 AGENT'S ACKNOWLEDGEMENT (INITIAL)

Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

X

8.6 CERTIFICATION OF ACCURACY

By signing this lease, the following parties certify that they have reviewed the information above and, to the best of their knowledge, that the information they have provided is true and accurate.

By initialing below, you acknowledge and agree to the terms in Section 8.

X

X

X

X

X

ent 72-2

Simple Steps To Protect Your Family From Lead Hazards

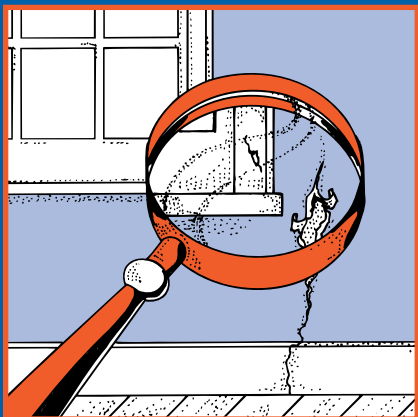
If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home



 **EPA** United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

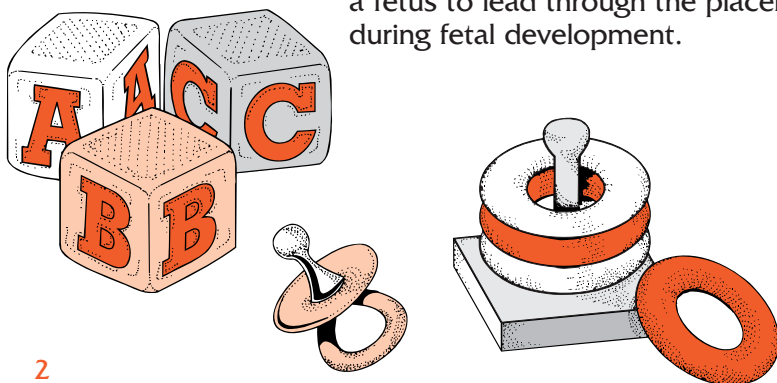
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

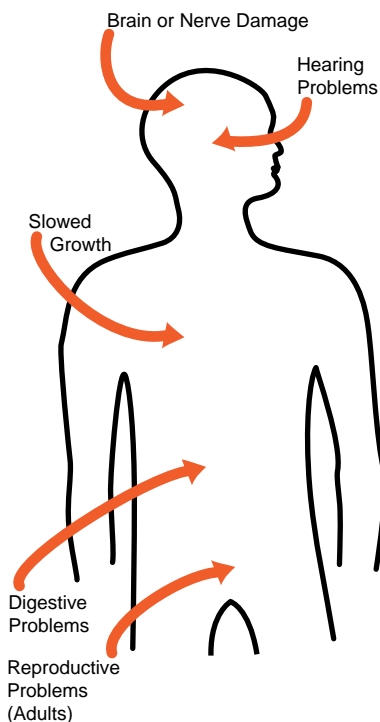
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

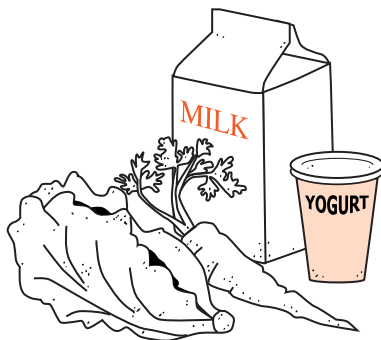
Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.



What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash children's hands often, especially before they eat and before nap time and bed time.**
- ◆ **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ **Keep children from chewing window sills or other painted surfaces.**
- ◆ **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- ◆ **Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products.** Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



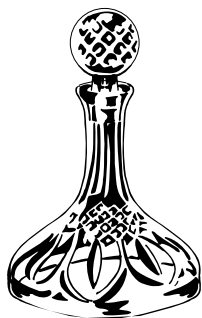
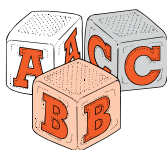
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

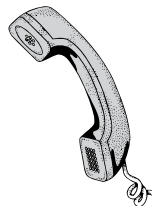


- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.



EPA's Safe Drinking Water Hotline

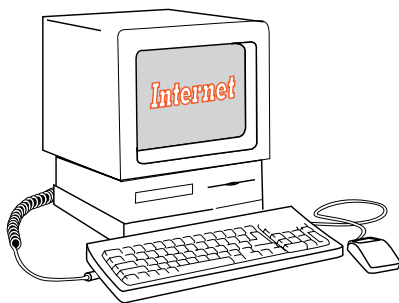
Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

The Farnam Group

982 State Street • New Haven, CT 06511
(203) 671-1924



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Lead_Packet_English.pdf

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982 State Street • New Haven, CT 06511
(203) 671-1924



10. Sign and Accept

10.1 LEASEE SIGNATURE

The co-signer agrees to all aspects of this lease in the event that the Lessee defaults on his or her obligations.

X [Redacted Signature]
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